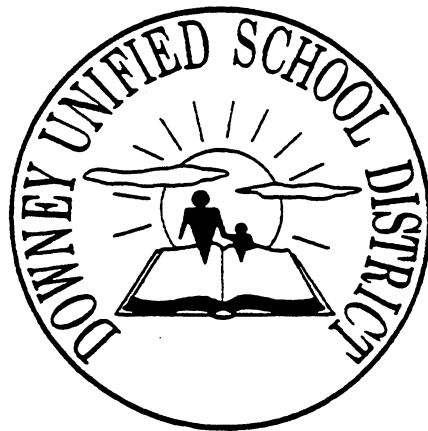


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
February 18, 2020 - REGULAR MEETING
BOARD ROOM, GALLEGOS ADMINISTRATION CENTER
11627 Brookshire Avenue, Downey, California 90241

Board of Education



Vice President
Tod M. Corrin



President
Donald E. LaPlante



Clerk
D. Mark Morris



Member
Giovanna Perez-Saab



Member
Barbara R. Samperi



Member
Martha E. Sodetani



Member
Nancy A. Swenson



Superintendent
John A. Garcia, Jr., Ph.D.



Downey Unified SCHOOL DISTRICT

Regular Board of Education Meeting
02/18/2020 05:00 PM
Downey Unified School District
11627 Brookshire Avenue Downey, CA 90241

Printed : 2/13/2020 12:35 PM PST

In compliance with the American Disabilities Act, those requiring special assistance to access the Board meeting room or written documents being discussed at the Board meeting or to otherwise participate at Board meetings, please contact the Superintendent's Office at 562-469-6511 48 hours prior to the meeting so that we can accommodate reasonable requests.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, February 18, 2020, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of American to be led by Mrs. Martha E. Sodetani, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mrs. Barbara R. Samperi, Member of the Board of Education.

4. ROLL CALL

Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi
Martha E. Sodetani
Nancy A. Swenson

John A. Garcia, Jr., Ph.D.

5. ADOPT Agenda #10 for the Regular Meeting of the Board of Education held on February 18, 2020.

6. APPROVE Official Minutes of the Regular Board of Education Meeting held on January 21, 2020, and the Special Board of Education Meeting held on January 28, 2020, as submitted or with the necessary corrections.

7. HEAR a presentation from John Harris, Director of College and Career Readiness, recognizing Charlotte Evensen for the Shared Values Award in the the area of Continuous Improvement.

8. RECEIVE the Official 2020 California School Boards Association Delegate Assembly Ballot for Region 24, and CAST vote(s) for no more than six candidates.

9. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for

handling.

10. HEAR Oral Communications from Members of the Board of Education and Superintendent.

11. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

1. ACCEPT with gratitude and in accordance with Board Policy 6372, cash donations totaling \$7,911.00, to be used in support of the TLC Family Resource Center through voluntary payroll deductions.
2. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2020.
3. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
4. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
5. RATIFY Master Contract with Hillside Education Center for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
6. RATIFY agreement as submitted for services provided for Special Education Placement #201920-29 for the period of September 26, 2019 to June 30, 2020.
7. RATIFY agreement as submitted for services provided for Special Education Placement #201920-35 for the period of January 6, 2020 to June 30, 2020.
8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-36 for the period of January 13, 2020 to June 30, 2020.
9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-37 for the period of January 6, 2020 to June 30, 2020.
10. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019100193 Settlement on January 16, 2020 and AUTHORIZE payments as set forth within said agreement.
11. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019101170 Settlement on January 31, 2020 and AUTHORIZE payments as set forth within said agreement.
12. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of December 2019, covered by Payroll Orders issued through January 2020.
13. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20053388 and 20064418 in the BEST Financial Advantage Systems, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2020 and ending January 31, 2020.
14. APPROVE Amendment No. 1 for the College and Career Access Pathways Partnership Agreement for the Dual Enrollment Course Program with Cerritos College. Amendment No. 1 will modify our existing agreement by adding an additional course.

15. APPROVE Amendment Number Two to Agreement for Independent Consultant Services No. 201920-58 with Mr. John Fenton DBA FentonOR1.LLC to assist the Facilities Department with oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.
16. APPROVE Amendment to Agreement for Independent Consultant Services No. 201920-118 with Erin Bentley Consulting for Gallup Engagement and Strengths Training from July 1, 2019 through June 30, 2020.
17. APPROVE the First Amendment to Service Agreement No. 201920-158 with OverDrive, Inc. to provide student access to the OverDrive Sora Service from July 1, 2019 through June 30, 2020.
18. RATIFY the Supervised Teaching Agreement between Mount Saint Mary's University, Los Angeles and Downey Unified School District, effective February 1, 2020 through June 30, 2025.
19. RATIFY Agreement No. 201920-233 between Downey Unified School District and Marlen Barbee for the 2019-20 fiscal year, effective December 16, 2019 through June 30, 2020.
20. RATIFY Service Agreement No. 201920-239 with the Greater Los Angeles County Vector Control to provide an interactive STEAM-centric lesson on mosquito biology at Rio San Gabriel Elementary School on January 13, 2020.
21. RATIFY Service Agreement No. 201920-241 with Creative Works Consulting to provide website design for the Downey-Montebello SELPA from January 1, 2020 through June 30, 2020.
22. RATIFY Agreement No. 201920-242 between Downey Unified School District and Haynes Family of Programs S.T.A.R. for the 2019-20 fiscal year, effective January 15, 2020 through August 31, 2020.
23. APPROVE Service Agreement No. 201920-245 with Prismatic Magic, LLC, to provide a Prismatic Celebration Show at Old River Elementary School on May 28, 2020.
24. APPROVE Service Agreement No. 201920-247 with Aequitas Solutions, Inc. to provide on-site scheduling training for District staff on February 27, 2020.
25. RATIFY Agreement No. 201920-250 between Downey Unified School District and People's Care Autism Services, LLC, for the 2019-20 fiscal year, effective January 21, 2020 through March 21, 2020.
26. APPROVE Agreement for Construction Services (Small Projects) No. 201920-251 with Aurora Industrial Hygiene, South Pasadena, to provide inspection and sampling for hazardous materials services at Columbus High School and Old River Elementary School, in the amount of \$4,773.00, to be charged to Restricted Maintenance Funds.
27. RATIFY Agreement No. 201920-252 between Downey Unified School District and Haynes Family of Programs for the 2019-20 and 2020-21 fiscal year, effective January 29, 2020 through September 1, 2021.
28. RATIFY Agreement No. 201920-253 between Downey Unified School District and Haynes Family of Programs for the 2019-20 and 2020-21 fiscal year, effective January 29, 2020 through September 1, 2021.
29. APPROVE Service Agreement No. 201920-255 with Emerald Events to provide an inflatable pit and foam machines at Old River Elementary School on May 28, 2020.
30. RATIFY Agreement No. 201920-256 between Downey Unified School District and Haynes Family of Programs, effective January 31, 2020 through December 31, 2020.

31. RATIFY Agreement No. 201920-257 between Downey Unified School District and Haynes Family of Programs S.T.A.R. for the 2019-20 fiscal year, effective February 3, 2020 through August 1, 2020.
32. RATIFY Agreement for Construction Services (Small Projects) No. 201920-258 with Servpro of Downey & Montebello, Downey, to provide mold/bio remediation and recon mold/bio hazard services at Downey High School in the amount of \$18,732.11, to be charged to Deferred Maintenance Funds.
33. APPROVE Agreement for Construction Services (Small Projects) No. 201920-259 with M.P. South, Inc., Anaheim, to provide block monument pedestals for the Wall of Fame at Downey High School in the amount of \$4,200.00, to be charged to Restricted Maintenance Funds.
34. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various Adult School Programs:
7 Day Dental Lincoln/Anaheim
Ballenger Dental Care
Bell Plaza Dental
Easy Dental, Michael Tran, Inc.
Harmony Dental
JP Family Dentistry
Mtrandmd Professional Corp.
The Brace Place
35. APPROVE Second Contract Amendment to Transition Agreement No. 11-0032 with Aequitas Solutions, Inc. to add a Food Service module, effective February 1, 2020 through June 30, 2021.
36. APPROVE Measure O audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal year 2019-20 for independent audit services in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. The maximum annual fee for audit services shall not exceed the amount for year ending June 30, 2020, \$9,600.00.
37. APPROVE audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal years 2020-21, 2021-22 and 2022-23 for independent audit services as required by California Education Code Section 41020. The maximum annual fee for audit services shall not exceed the amount shown for years ending June 30, 2021, \$50,000.00; June 30, 2022, \$51,000.00; and June 30, 2023, \$52,000.00.
38. APPROVE Measure O audit contract with Eide Bailly, LLC, Certified Public Accountants, for fiscal years 2020-21, 2021-22 and 2022-23 for independent audit services in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution. The maximum annual fee for audit services shall not exceed the amount for years ending June 30, 2021, \$9,800.00; June 30, 2022, \$9,800.00; and June 30, 2023, \$9,800.00.
39. RATIFY Agreement with Los Angeles County Office of Education (LACOE) Contract No. C-19916:19:20 to provide Differentiated Assistance Training from September 1, 2019 through June 30, 2020.
40. APPROVE the memorandum of understanding with Community Family Guidance Center to provide mental health services for the 2019-20 and the 2020-21 school years.
41. REJECT all bids received against Bid #19/20-03, Convert Modular Locker and Band Rooms into Classrooms at Stauffer Middle School.
42. APPROVE Change Order #1 to Purchase Order #195257 for repairs to a restroom at Doty Middle School at the request of the Maintenance Department with Harik Construction, Inc., Glendora, in the increased amount of \$2,886.50, to be charged to Deferred Maintenance Funds.
43. APPROVE Change Order #27 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$754,518.00, to be charged to Measure O Bond

Funds.

44. APPROVE Change Order #2 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of \$15,095.77, to be charged to Deferred Maintenance Funds.
45. APPROVE Change Order #1 to Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the amount of \$6,398.80, to be charged to Measure O Bond Funds.
46. ACCEPT as complete Bid #18/19-14, New Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the final amount of \$200,372.57, to be charged to the Food Services and Deferred Maintenance Funds; and

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

47. ACCEPT as complete Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the final amount of \$326,328.80, to be charged to Measure O Bond Funds; and

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

48. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and

APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

49. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.
50. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
51. RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.
52. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.
53. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective January 6, 2020.
54. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Griffiths Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective January 7, 2020 through January 31, 2020.
55. APPROVE the duties of the Special Education Data & Compliance Specialist as attached, effective

III. GENERAL ADMINISTRATIVE

1. HEAR presentation from Downey Family YMCA with an update on Future Development.
2. APPROVE the 2020-21 and 2021-22 School Calendars, Appendix B of the Master Agreement with Downey Education Association as negotiated.
3. ADOPT Resolution No. 201920-08, Resolution of the Board of Education of the Downey Unified School District Authorizing Contract for Apple Equipment Pursuant to Public Contract Code Section 20118 (Piggyback Statute).
4. APPROVE Contract incorporating Contract for Apple Computer Products, Services, and Related Items, dated October 16, 2018 between Glendale Unified School District and Apple, Inc.
5. ADOPT Resolution No. 201920-09, Resolution of the Board of Education of the Downey Unified School District Authorizing Purchase of Apple iPads from Apple, Inc.
6. APPROVE Master Lease Agreement #1156-1-102781 (DUSD Agreement No. 201920-254) with Apple, Inc. for the lease-purchase of iPads for elementary student use.

IV. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. APPROVE the proposed 2020-21 Course of Study for the middle and high schools.
2. APPROVE Revision of the Comprehensive School Safety Plans for the 2019-20 school year.

V. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, March 10, 2020, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

VI. CLOSED SESSION to discuss:

- a. Potential Litigation
- b. Public Employment - Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Conference with Real Property Negotiators

VII. ADJOURNMENT

Adjourn the Regular Meeting of the Board of Education at the specified hour with the consent of the members.

Note: The Superintendent's recommendation for action on each agenda item is indicated by the word appearing in CAPS.

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 11627 Brookshire Avenue, Downey, California during normal business hours.



Downey Unified
SCHOOL DISTRICT
Meeting Minutes

Regular Board of Education Meeting
01/21/2020 05:00 PM
Downey Unified School District
11627 Brookshire Avenue Downey, CA 90241

Attendees

Voting Members

Donald LaPlante, Board President
Tod Corrin, Board Vice President
D. Mark Morris, Board Clerk
Giovanna Perez-Saab, Board Member
Barbara Samperi, Board Member
Martha Sodetani, Board Member
Nancy Swenson, Board Member

Non-Voting Members

Dr. John Garcia Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, January 21, 2020, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America led by Mrs. Barbara R. Samperi, Member of the Board of Education.

3. INVOCATION

Invocation delivered by Mrs. Giovanna Perez-Saab, Member of the Board of Education.

4. ROLL CALL

Present
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi

Martha E. Sodetani
Nancy A. Swenson

John A. Garcia, Jr., Ph.D.

5. ADOPT Agenda #9 for the Regular Meeting of the Board of Education held on January 21, 2020.

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

6. APPROVE Official Minutes of the Organizational Board of Education Meeting held December 10, 2019, as submitted or with the necessary corrections.

Motion made by: Barbara Samperi

Motion seconded by: Giovanna Perez-Saab

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

7. RECOGNIZE Downey High School 2020 CIF Southern Section Division 1 Coed Cheer Champions and Coaches Ashley Rauls, Conner Huber and Rubi Quezada.
8. HEAR a presentation from Tom Houts, Principal of Downey High School, recognizing Silvia Najera for the Downey Unified Shared Values Award in the area of Fiscal and Operational Stewardship.
9. RECEIVE and ACCEPT the Audit Report on all District funds and accounts for the 2018-19 fiscal year as prepared by Eide Bailly, LLP.

Motion made by: Martha Sodetani

Motion seconded by: Tod Corrin

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

10. RECEIVE and ACCEPT the Audit Report on the Building Fund (Measure O) for the 2018-19 fiscal year as prepared by Eide Bailly, LLP.

Motion made by: Martha Sodetani

Motion seconded by: Tod Corrin

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

11. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

There was no correspondence.

12. HEAR Oral Communications from Members of the Board of Education and Superintendent.

Mr. Morris had the opportunity to attend the Human Trafficking Seminar at the Adult School and requested this topic be discussed at the upcoming Parent Summit. He thanked the Maintenance, Operations and Transportation Department for the new playground at Carpenter Elementary School. Mr. Morris reported that former Mayor Rick Rodriguez mentioned the great programs the school district offers at the State of the City.

Mrs. Sodetani had the pleasure of attending the State of the City, the last meeting of the Classified Leadership Academy, the Vocational Nursing Culmination Ceremony and the Governor's Budget Workshop. She recognized Tangela Diggs for coordinating the Adult Transition ceremony and thanked staff for preparing these 22-year-olds for their next steps in life. Mrs. Sodetani appreciated the water workshop and tour of the water recycling plant provided by Senator Bob Archuleta and Pico Rivera Mayor Gustavo Camacho. She thanked Rita Rodarte-Myers, who is in attendance tonight, for the assistance she provides to students going to college.

Mrs. Samperi discussed the Human Trafficking Seminar and would like this information shared with our middle and high school students. She thanked the Downey Police Department for the Christmas card contest where Downey Unified students' artwork were selected. Mrs. Samperi congratulated the Sussman Middle School Deaf and Hard of Hearing students for competing in the Battle of the Books and Price, Ward and Williams Elementary Schools for being selected as 2020 California Distinguished Schools. She had the pleasure of attending the Warren High School Christmas play; the Classified Leadership Academy final meeting; and the District Office, Downey High and Warren High Holiday breakfasts. Mrs. Samperi thanked the community for \$16,000 in donations on tonight's agenda.

Ms. Swenson enjoyed attending the State of the City, the Vocational Nursing Culmination Ceremony, the Human Trafficking Seminar and the Warren High School *Christmas Carol* play. She noted that she is looking forward to the upcoming plays, *Beauty and the Beast* and *Romeo and Juliet*. Mrs. Swenson appreciated the information provided at the Governor's Budget Workshop held in Ontario and enjoyed visiting Carpenter Elementary School's GLAD program.

Mrs. Perez-Saab congratulated the Downey High School cheer team for the CIF Championship as well as Price, Ward and Williams Elementary Schools for being named a 2020 California Distinguished School. She thanked Downey Federal Credit Union for the Money Smart program for 4th grade students. Mrs. Perez-Saab had the pleasure of attending the Human Trafficking Seminar and the Carpenter Playground Ribbon Cutting Ceremony as well as visiting the GLAD Dual Immersion program. She appreciated seeing

that Downey High is organizing a Walk for Water as well as a drama production, *Beauty and the Beast*.

Mr. Corrin discussed the 80th Anniversary Downey Adult School Winter Course Catalog, noting that it is very professional.

Dr. Garcia introduced the new principal of Rio Hondo Elementary School, Michael Williams, adding that Michael attended Gaudin, East and Downey High School. Dr. Garcia welcomed him back to Downey Unified. Dr. Garcia also noted that he enjoyed the Playground Ribbon Cutting Ceremony at Carpenter Elementary School this afternoon.

13. HEAR Public on items not appearing on the Agenda.

The following were heard on items not appearing on the agenda:

Michael Pepper, Skip Hellewell, Gabriela Herrera, Ron Boren, Sandra Padilla, George Chakarji, Arthur Schaper, Sam Jebanathan, and John opposing the California Healthy Youth Act curriculum, *Teen Talk*, and proposing the use of the *Heart Curriculum*.

Ana Pelayo thanked the District for the Grupo Crecer Parent Academies provided to Downey Unified families.

Youssef Sobhi asked the Board of Education to pull Agenda Items 24 and 67 off the Board Agenda.

II. CONSENT AGENDA

Motion made by: Barbara Samperi

Motion seconded by: D. Mark Morris

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through December 2019.
2. RATIFY and/or APPROVE attendance of actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
3. RATIFY the Master Contract with Devereaux Texas Treatment Network for the 2019-20 fiscal year, effective July 1, 2019 through June 30, 2020.
4. RATIFY Master Contract with Frostig School for the 2019-20 fiscal year, effective December 1, 2019 through June 30, 2020.
5. RATIFY revised agreement as submitted for services provided for Special Education Placement #201920-10 for the period of July 1, 2019 to June 30, 2020.
6. RATIFY agreement as submitted for services provided for Special Education Placement #201920-11 for the period of July 1, 2019 to June 30, 2020.

7. RATIFY revised agreement as submitted for services provided for Special Education Placement #201920-15 for the period of July 1, 2019 to June 30, 2020.
8. RATIFY agreement as submitted for services provided for Special Education Placement #201920-25 for the period of July 1, 2019 to June 30, 2020.
9. RATIFY agreement as submitted for services provided for Special Education Placement #201920-26 for the period of July 1, 2019 to June 30, 2020.
10. RATIFY agreement as submitted for services provided for Special Education Placement #201920-27 for the period of July 1, 2019 to June 30, 2020.
11. RATIFY agreement as submitted for services provided for Special Education Placement #201920-28 for the period of July 1, 2019 to June 30, 2020.
12. RATIFY agreement as submitted for services provided for Special Education Placement #201920-31 for the period of September 17, 2019 to June 30, 2020.
13. RATIFY agreement as submitted for services provided for Special Education Placement #201920-33 for the period of August 14, 2019 to June 30, 2020.
14. RATIFY agreement as submitted for services provided for Special Education Placement #201920-34 for the period of November 5, 2019 to June 30, 2020.
15. APPROVE the Special Education Compromise and Release Agreement re: OAH Case No. 2019110428 Settlement on January 7, 2020, and AUTHORIZE payments as set forth within said agreement.
16. APPROVE proposed revisions to Board Policy and Administrative Regulation 6360, Purchasing of Supplies.
17. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first quarter of the 2019-20 school year.
18. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the second quarter of the 2019-20 school year.
19. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2019-20 fiscal year.
20. RATIFY the issuance of Payroll Orders for Hourly, Overtime and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of October 2019, covered by Payroll Orders issued through November 2019.
21. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of November 2019, covered by Payroll Orders issued through December 2019.
22. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20032962 and 20042194 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2019 and ending November 30, 2019.
23. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20042842 and 20053254 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2019 and ending December 31, 2019.

24. APPROVE Amendment to Agreement for Independent Consultant Services No. 201920-58 with John Fenton, dba Fenton OR1, LLC, to increase the amount of the agreement by \$15,000.00, for consulting services to assist the Facilities Department with oversight of the Measure O Bond Program from July 1, 2019 through June 30, 2020.
25. RATIFY Service Agreement No. 201920-122 with Momentum in Teaching, LLC, to provide a staff development writing workshop at Gallatin Elementary School from August 29, 2019 through September 6, 2019.
26. RATIFY Agreement No. 201920-214 between Downey Unified School District and STAR academy for the 2019-20 fiscal year, effective November 18, 2019 through June 30, 2020.
27. RATIFY Service Agreement No. 201920-215 with Parchment, Inc. to provide transcript credential services from October 16, 2019 through June 30, 2020.
28. RATIFY Service Agreement No. 201920-216 with Taco Revolution to provide staff catering services at Downey High School on December 20, 2019.
29. RATIFY Service Agreement No. 201920-217 with Play-Well Technologies to conduct five STEM FUNdamentals with Lego Materials classes at Price Elementary School from January 13, 2020 through March 2, 2020.
30. RATIFY Agreement for Construction Services (Small Projects) No. 201920-218 with Contract Decor, Inc., Thousand Palms, to provide and install motorized sun shades in the administrative lobby of the Gallegos Administration Center, in the amount of \$9,600.00, to be charged to Measure O Bond Funds.
31. RATIFY Agreement No. 201920-219 between Downey Unified School District and Haynes Family of Programs for the 2019-20 fiscal year, effective December 2, 2019 through May 31, 2020.
32. RATIFY Agreement No. 201920-220 between Downey Unified School District and Optometric Vision Care Associates OVCA for the 2019-20 fiscal year, effective September 9, 2019 through May 29, 2020.
33. RATIFY Agreement for Construction Services (Small Projects) No. 201920-221 with 3D Concrete, Downey, to pour concrete and level area under bleachers at Warren High School, in the amount of \$17,855.00, to be charged to Deferred Maintenance Funds.
34. APPROVE Agreement for Construction Services (Small Projects) No. 201920-222 with 3D Concrete, Downey, to pour concrete and level area under bleachers at Downey High School, in the amount of \$17,855.00, to be charged to Deferred Maintenance Funds.
35. RATIFY Service Agreement No. 201920-223 with Realtime Learning Systems to provide StenEd Theory Complete stenography online services to the Downey Adult School from July 1, 2019 through June 30, 2020.
36. RATIFY Agreement for Construction Services (Small Projects) No. 201920-224 with Netronix Integration, Inc., San Jose, to provide and install a Salto electronic lock reader at the front door of Lewis Elementary School, in the amount of \$9,274.73, to be charged to Measure O Bond Funds.
37. RATIFY Agreement for Independent Consultant Services No. 201920-225 with Ms. Leah M. Medrano to provide classroom instruction for Zumba classes at the Downey Adult School from July 1, 2019 through June 30, 2020.

38. RATIFY Agreement for Construction Services (Small Projects) No. 201920-226 with Universal Metro, Santa Fe Springs, to provide floor finish and repair work in the Financial Services Office, in the amount of \$6,291.00, to be charged to Deferred Maintenance Funds.
39. RATIFY Agreement for Construction Services (Small Projects) No. 201920-227 with George's Tree Trimming Service, Downey, to provide tree trimming services at Old River and Imperial Elementary Schools, and Columbus High School, in the amount of \$5,700.00, to be charged to Unrestricted Maintenance Funds.
40. APPROVE Service Agreement No. 201920-228 with Grupo Crecer to provide parent education workshops at the Pace Training Center from January 30, 2020 through March 19, 2020.
41. APPROVE Agreement for Construction Services (Small Projects) No. 201920-229 with JAM Corporation, Monrovia, to provide miscellaneous fire suppression system repairs at Columbus High School, Downey High School, Warren High School, Stauffer Middle School, and Old River Elementary School, in the amount of \$21,265.00, to be charged to the Food Services Fund.
42. RATIFY Agreement for Construction Services (Small Projects) No. 201920-230 with Century Paving, Inc., La Mirada, to provide asphalt work at Stauffer Middle School in the amount of \$9,900.00, to be charged to Measure O Bond Funds.
43. APPROVE Service Agreement No. 201920-231 with Solution Tree, Inc., to provide on-site professional development to District staff on February 13, 2020.
44. RATIFY Agreement No. 201920-232 with Haynes Family of Programs/S.T.A.R. Academy, to provide language, speech and supplemental academic services to a Downey Unified student from December 13, 2019 through June 30, 2020.
45. APPROVE Agreement No. 201920-234 with Sullivan Media, Inc. to provide advertising space at the Stonewood Center Mall from March 16, 2020 through June 30, 2020.
46. RATIFY Agreement for Independent Consultant Services No. 201920-235 with Ms. Consuelo Hernandez to provide risk management and workers' compensation consulting services from January 1, 2020 through June 30, 2020.
47. RATIFY Agreement for Construction Services (Small Projects) No. 201920-236 with Jolt Electric, Inc., Rancho Cucamonga, to install security cameras in the west wing of the Gallegos Administratin Center, in the amount of \$11,900.00, to be charged to Measure O Bond Funds.
48. RATIFY Agreement for Construction Services (Small Projects) No. 201920-237 with 3D Concrete, Downey, to pour new curb at Gallatin Elementary School, in the amount of \$13,870.00, to be charged to Measure O Bond Funds.
49. APPROVE Service Agreement No. 201920-238 with Creative Works Consulting Agency to assist with marketing and business strategies for the Regional Parent Summit from January 6, 2020 through March 31, 2020.
50. RATIFY Service Agreement No. 201920-240 with Momentum Teaching, LLC to provide professional development to assist with the implementation of CCSS at Gallatin Elementary School, from November 4, 2019 through April 23, 2020.
51. RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult school programs:

52. APPROVE Agreement No. 202021-02 with Sullivan Media, Inc., to provide advertising space at the Stonewood Center Mall from July 1, 2020 through June 30, 2021.
53. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) with MTGL, Inc., Anaheim, to provide limited soil testing at Doty Middle School, in the amount of \$1,834.00, to be charged to Measure O Bond Funds.
54. RATIFY the University Organization Agreement between San Jose State University and Downey Unified School District, effective January 1, 2020 through December 30, 2025.
55. RATIFY Lease Agreement with Class Leasing, LLC, Perris, for the lease of one 12' x 40' relocatable restroom at Doty Middle School, in the amount of \$67,152.00, to be charged to Measure O Bond Funds.
56. RATIFY Lease Agreement with Class Leasing, LLC, Perris for the lease of eight 24' x 40' relocatable classrooms and two 48' x 40' relocatable classrooms at Doty Middle School, in the amount of \$375,156.00, to be charged to Measure O Bond Funds.
57. RATIFY Contract No. 4500276293 with the Los Angeles Community College District for the use of the Warren High School campus and to provide pre-calculus study sessions from August 21, 2019 through May 14, 2020.
58. RATIFY the Fieldwork Contract between California Lutheran University and Downey Unified School District, effective January 1, 2020 through December 31, 2024.
59. RATIFY Memorandum of Understanding between Orange County Department of Education and Downey Unified School District for the Teacher Induction Program, effective July 1, 2019 through June 30, 2020.
60. APPROVE Memorandum of Understanding between the Downey Unified School District and WestEd related to access and administration of the California Healthy Kids Survey for the 2019-20 school year.
61. APPROVE the extension of the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program through June 30, 2020.
62. REJECT all bids against Bid #18/19-13, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, and;
63. AUTHORIZE the advertisement for Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-RATE), to be charged to the General and E-RATE Funds.
64. AUTHORIZE the advertisement for Bid #19/20-07 for the purchase of Uninterruptible Power Supply (UPS)/Battery Backup Units (E-RATE), to be charged to the General and E-RATE Funds.
65. AUTHORIZE the advertisement for Request for Qualifications/Proposals RFQ/P #2019/2020-01 for Energy Efficiency Design and Construction Services (Government Code section 4217.10, et seq.) for Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds.
66. AUTHORIZE the solicitation for Requests for Qualifications/Proposals for Construction Management Services, RFQ/P #2019/2020-02 to be charged to Measure O Bond Funds.
67. AWARD Request for Qualifications (RFQ) #2019/2020-02 for Project Inspection Services for District Projects to Knowland Construction Services, Rancho Palos Verdes; Sandy Pringle

Associates Inspection Consultants, Torrance; Vital Inspection Services, Anaheim; and RS Construction Services, Inc., Cerritos, to be charged to the General Fund and/or Bond Funds as needed.

68. AWARD Request for Qualifications (RFQ) #2019/2020-03 for Geotechnical and Special Inspection Lab of Record Services to MGTL, Inc., Anaheim; United-Heider Inspection Group, Riverside; Converse Consultants, Monrovia; and Koury Engineering and Testing, Inc., Chino, to be charged to the General Fund and/or Bond Funds as needed.
69. ACCEPT and APPROVE the use of the Waterford Unified School District Bid #01/17 for School Buses with A-Z Bus Sales, Inc., Colton, by the Downey Unified School District to fill orders for buses with the same advantages, terms and conditions.
70. ACCEPT and APPROVE the use of RFP #081419 for Technology, Security and Communications Solutions with CDW-Government, LLC, by the Downey Unified School District for the purchase of technology parts and components as needed, with the same advantages, terms and conditions.
71. APPROVE Change Order #26 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$126,424.00, to be charged to Measure O Bond Funds.
72. APPROVE Change Order #1 to Purchase Order #PO2W-2*358 with Westberg+White Architecture, Tustin, for Architectural Services for the Sussman Middle School modernization project, in the increased amount of \$3,900.00, to be charged to Measure O Bond Funds.
73. APPROVE Change Order #1 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$387,155.00, to be charged to Measure O Bond Funds.
74. APPROVE Change Order #2 to Purchase Order #PO2W-2*461 with LPA, Inc., Irvine, for Architectural Services for the Griffiths Middle School New Construction and Modernization Project, in the increased amount of \$18,000.00, to be charged to Measure O Bond Funds.
75. APPROVE Change Order #2 to Purchase Order #PO2W-2*462 (formerly Purchase Order #175657A) with LPA, Inc., Irvine, for Architectural Services for the Stauffer Middle School Modernization Project, in the increased amount of \$169,137.33, to be charged to Measure O Bond Funds.
76. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-202, Replacement of Plastic Laminate Counter Tops in the Culinary Arts Classroom at Downey High School, with Zorn Productions Unlimited, Inc., Paramount, in the final amount of \$34,218.00, to be charged to Deferred Maintenance Fund, and;
77. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-195 for Gas Leak Repairs and Gas Line Replacement at Downey High School, with MBS Engineering, Inc., San Ramon, in the final amount of \$56,974.37, to be charged to Deferred Maintenance Funds, and;
78. APPROVE the declaration and sale and/or recycling of District obsolete property and ABATE the income to the General Fund Account #01.0-00000.0-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.
79. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

80. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Severely/Multiply Handicapped, assigned to Imperial Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 2, 2019.
81. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Imperial Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective November 13, 2019.

III. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. REVIEW the proposed 2020-21 Course of Study for the middle and high schools.

IV. The next meetings of the Board of Education will be a Special Meeting to be held on Tuesday, January 28, 2020, at 5:00 p.m. and a Regular Meeting to be held on Tuesday, February 18, 2020, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 6:40 p.m. and reconvened at 6:49 p.m.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 6:50 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, and Negotiations.

Mrs. Perez-Saab left the meeting at 7:25 p.m.

The Board of Education Conferenced with Real Property Negotiators regarding a Possible Joint Use Agreement with the YMCA at Sussman Middle School and reconvened into Open Session at 8:00 p.m.

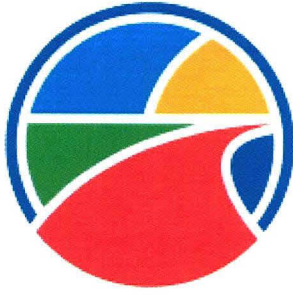
VI. ADJOURNMENT

The Regular Meeting of the Board of Education adjourned at 8:01 p.m. in memory of June Gwynn, Guiliforio V. Lopez, Margaret Ramirez Marquez, Ruperto Macias Rodriguez, Harold Tseklinis, and Henry Martin Warzybok.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

Donald E. LaPlante, President

D. Mark Morris, Clerk



Downey Unified
SCHOOL DISTRICT
Meeting Minutes

Special Board of Education Meeting
01/28/2020 05:00 PM
Downey Unified School District
11627 Brookshire Avenue Downey, CA 90241

Attendees

Voting Members

Donald LaPlante, Board President
Tod Corrin, Board Vice President
D. Mark Morris, Board Clerk
Giovanna Perez-Saab, Board Member
Barbara Samperi, Board Member
Martha Sodemani, Board Member
Nancy Swenson, Board Member

Non-Voting Members

Dr. John Garcia Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, January 28, 2020, in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America led by Mrs. Martha E. Sodemani, Member of the Board of Education.

3. INVOCATION

Invocation delivered by Mrs. Barbara R. Samperi, Member of the Board of Education.

4. ROLL CALL

Present
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab
Barbara R. Samperi

Martha E. Sodetani
Nancy A. Swenson

John A. Garcia, Jr., Ph.D.

5. ADOPT Agenda #10 for the Special Meeting of the Board of Education held on January 28, 2020.

Motion made by: Martha Sodetani

Motion seconded by: D. Mark Morris

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

6. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

There was no correspondence.

7. HEAR Public on items appearing on the Agenda.

There was no one to be heard on items appearing on the Agenda.

II. GENERAL ADMINISTRATIVE

1. HEAR presentation from Christina Aragon, Associate Superintendent, on District Budget update.
2. HEAR presentation update from Roger Brossmer, Assistant Superintendent of Secondary Education, and Wayne Shannon, Assistant Superintendent of Elementary Education, on the progress of the Enrollment Growth Committee.
3. HEAR presentation from Christina Aragon, Associate Superintendent, with an update on Measure O Projects and Budget Update.
4. APPROVE the Special Education Compromise and Release Agreement regarding OAH Case No. 2019070926 Settlement on November 25, 2019 and AUTHORIZE payments as set forth within said agreement.

Motion made by: Tod Corrin

Motion seconded by: Nancy Swenson

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

III. The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, February 18, 2020, at 5:00 p.m. in the Grace E. Horney Board Room of the Gallegos

Administration Center, 11627 Brookshire Avenue, Downey, California.

The meeting was recessed at 7:17 p.m. and reconvened at 7:25 p.m.

IV. CLOSED SESSION

The Board of Education retired into Closed Session at 7:26 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release and Negotiations, and reconvened into Open Session at 8:02 p.m.

V. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 8:21 p.m. in memory of Gustavo Aldo Castro, Stephen Fullerton, and Dr. Thomas H. Robinson.

Board of Education
DOWNEY UNIFIED SCHOOL DISTRICT

Donald E. LaPlante, President

D. Mark Morris, Clerk

REQUIRES BOARD ACTION

This completed **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the U.S. post office no later than **MONDAY, MARCH 16, 2020**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.

A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2020 DELEGATE ASSEMBLY BALLOT
REGION 24
(Los Angeles County)

(Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2020 – March 31, 2022

**denotes incumbent*

- ☐ Leighton Anderson (Whittier Union HSD)*
- ☐ Maggie Bove-LaMonica (Hermosa Beach City SD)*
- ☐ Jeremy Gerson (Torrance USD)
- ☐ Karen Morrison (Norwalk-La-Mirada USD)*
- ☐ Ann Phillips (Lawndale ESD)*
- ☐ Jesse Urquidi (Norwalk-La Mirada USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

REGION 24 – 16 Delegates (14 elected/2 Appointed ♦)

Director: Donald E. LaPlante (Downey USD)

Below are the current Delegates and their terms (as of January 31, 2020).

Los Angeles County: Southwest Crescent

Darryl Adams (Norwalk-La Mirada USD), term expires 2021
Micah Ali (Compton USD), term expires 2021
Leighton Anderson (Whittier Union HSD), term expires 2020
Jan Baird (South Whittier ESD), term expires 2021
Margie (Maggie) Bove-LaMonica (Hermosa Beach City ESD), term expires 2020
Diana Craighead (Long Beach USD) ♦, appointed term expires 2020
Megan Kerr (Long Beach USD) ♦, appointed term expires 2021
Eugene Krank (Hawthorne SD), term expires 2020
Sylvia V. Macias (South Whittier ESD), term expires 2020
Karen Morrison (Norwalk-La Mirada USD), term expires 2020
Harunobu (Ernie) Nishii (ABCE USDE), term expires 2021
Gabriel Orosco, (El Rancho USD) term expires 2020
Ann M. Phillips (Lawndale ESD), term expires 2020
Dora Sandoval (Little Lake City ESD), term expires 2021
Jesse Urquidi, (Norwalk-LaMirada USD), term expires 2020
Satra Zurita, (Compton USD), term expires 2021

<u>Counties</u>

Los Angeles

Consent Agenda

Downey Unified School District

Office of the Superintendent

DATE: February 18, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent
SUBJECT: GIFT DONATIONS

ACTION ITEM

ACCEPT with gratitude, and in accordance with Board Policy 6372, cash donations totaling \$7,911.00, to be used in support of the TLC Family Resource Center through voluntary payroll deductions from the following employees:

Javier Aguiniga Campos, Leigh A. Alexander, Kathy Lynn Ambruso, Nikolina Anagnostou, BethAnn M. Arko, Cesar Armendariz, Russell Arnold, Maria E. Avina, Robert J. Becker, Renee S. Berumen, Tanya Bishop, Debbie Black, Milenka Bobic-Torres, Allison Box, Caridad Calvo, Monica Carrillo, Carol Carter, Leslie Chavez, Vicky Chavez, Ruben G. Contreras, Jonathan Cornell, Kendra Creed, Christina Danna-Tournay, Regina Rose Donahue, Ronald Doung, Bertha L. Egurvide, Deena Eichen, Claudia L. Estrada, Susan Fisher, Dulce Maria Franco, Edgar Fuenmayor, Louie Gallegos, Griselda Garcia, John Garcia, Jr., John F. Glaister, Rachel Godfrey, Yesenia Gonzalez, Andrea M. Griffin, Michelle Gunderson, Padma Haldar, Nathan Harris, Thomas Hollington, Leroy Thomas Houts, Andrea Iacovitti, Lilian Voong Ivanov, Robert Jagielski, Caryn Jasich, Amber Johnson, Daniela Keeler, Kelli Kelly, Kent Kiess, Karen L. Korduner, Heidi L. La Commare-Epp, Karlin Overli La Porta, Sheryl L. Litherland, Veronica Lizardi, Muriel G. Llamas, Rani Maline-Bertsch, Lucia Mayer, Ian McFadyen, Teresa M. Medina, Tara Minton, Alyda Mir, Michael Muller, Jack Murry, Jose Nam, Ashley L. Nikolas, Xochitl Ortiz, Alondra Paredes, Luz Perez, Dennis R. Petersen, Evelyn E. Portillo, Joseph A. Quinonez, Marian Rabak, Diana Rael, Charlotte Reill Rippel, Jennifer Robbins, Blanca Rochin, Elisa Ruiz, Kelley Rush-Becker, Rola Saikali, Jasmin Del Car Salazar, Barbara R. Samperi, Charlene P. Shimada, Christine Spittell, Gregg Laroy Stapp, Nancy A. Swenson, Reynaldo Vargas, Margarita Velasco, Diane Villa, Ladislado Villa, Elizabeth Vivas, Dawn C. Weldon, Mary Frances Weyers, Cari White, Kathryn Wilcox, Julia Wright and Salvador Zuniga.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT with gratitude, and in accordance with Board Policy 6372, cash donations totaling \$7,911.00, to be used in support of the TLC Family Resource Center through voluntary payroll deductions from employees during the 2019 calendar year.

Downey Unified School District

Office of the Superintendent

DATE: February 18, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: GIFT DONATIONS

ACTION ITEM

The following gift donations have been received by the Downey Unified School District:

1. Donation of \$500.00 from Evelyn and Kenneth Jolley, to be used in support of the PBIS student store at Unsworth Elementary School;
2. Donation of \$500.00 from Edison International, to be used in support of the third grade Accelerated Reader Program at Unsworth Elementary School;
3. Donation of \$1,500.00 from Noreen Edge, to be used in support of the Primary Robotics and Lego Clubs at Unsworth Elementary School;
4. Donation of \$2,000.00 from Wendy L. Doty, to be used in support of the ASB Student Senate at Doty Middle School;
5. Donation of Thanksgiving dinner baskets and restaurant gift certificates from the Nurse Leadership Team at PIH Health Hospital in Downey, value determined by donor to be \$350.00, to be used in support of the TLC Family Resource Center;
6. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from Daniela S. Keeler, to be used in support of the TLC Family Resource Center;
7. Donation of gifts (i.e. clothes, toys, towels, and gift cards) from Downey Unified's Classified Human Resources Department, value determined by donor to be \$550.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
8. Donation of gifts (grocery gift cards) from the Nurse Leadership Team at PIH Health Hospital in Downey, value determined by donor to be \$2,000.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
9. Donation of \$50.00 from Lance and Gabriela Maxwell, to be used in support of TLC Family Resource Center's emergency food pantry;

10. Donation of Christmas gifts from the Downey Education Association, value determined by donor to be \$500.00, to be used in support of TLC Family Resource Center's Adopt-A-Family program;
11. Donation of canned foods from Alameda Elementary School staff, value determined by donor to be \$100.00, to be used in support of the TLC Family Resource Center;
12. Donation of 1,200 farmers market bags for the Healthy Downey 5K for TLC from Kaiser Permanente, value determined by donor to be \$1,650.00, to be used in support of the TLC Family Resource Center;
13. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
14. Donation of food items from Price Elementary School staff, value determined by donor to be \$200.00, to be used in support of TLC Family Resource Center's emergency food pantry;
15. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Ace Crane Services, Inc., to be used in support of the TLC Family Resource Center;
16. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Downey Federal Credit Union, to be used in support of the TLC Family Resource Center;
17. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from Angelita P. Rademaker, to be used in support of the TLC Family Resource Center;
18. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from Regal Medical Group, Inc., to be used in support of the TLC Family Resource Center;
19. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from Western Dental Services, Inc., to be used in support of the TLC Family Resource Center;
20. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from Law Office of Alexis Saab, to be used in support of the TLC Family Resource Center;
21. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Eric Nilsen Chiropractic Corporation, to be used in support of the TLC Family Resource Center;
22. Donation of food, stuffed animals and toys from Peggy Jones, value determined by donor to be \$200.00, to be used in support of the TLC Family Resource Center;

23. Donation of gently used jackets and backpacks from Good Shephard Lutheran Church, value determined by donor to be \$100.00, to be used in support of the TLC Family Resource Center;
24. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from Ink Head Design and Prints, to be used in support of the TLC Family Resource Center;
25. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Brace Connection, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2020.

Downey Unified School District
Office of the Superintendent

DATE: February 18, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Sandra	Guevara	Program Specialist	10/21/2019	SARB Certification	Downey
Tina	Platt	Teacher	Various dates between 11/4/2019 and 04/02/2020	PBIS Training	Downey
Adelaida	Bautista	SLP	1/8/2020	Speech/Language Study Conference	Lakewood
Wendy	Gabagat	SLP	1/8/2020	Speech /Language Study Conference	Lakewood
David	Niemeyer	Teacher	1/17/2020 & 1/18/2020	SoCal Band/Orchestra Prof. Development	Garden Grove
Giovanna	Perez-Saab	Board of Education	1/23/2020	LACSTA Meeting	Montebello
Kent	Kiess	Teacher	1/25/2020	Region 3 Leadership & Skill Conference	Pasadena
Margarita	Hinostro	Adapted P.E.	1/27/2020	APE Winter Workshop	San Bernardino
Jennifer	Angulo	Teacher	1/28/2020 & 1/29/2020	Techniques/Tools for Academic Speaking	Monrovia
Mihaela	Barela	Teacher	1/28/2020 & 1/29/2020	Techniques/Tools for Academic Speaking	Monrovia
Cabrera	Concha	Teacher	1/28/2020	Techniques/Tools for Academic Speaking	Monrovia
Cindy	Espeseth	Teacher	1/28/2020 & 1/29/2020	Techniques/Tools for Academic Speaking	Monrovia
Sophie	Gallagher	Teacher	1/28/2020	Techniques/Tools for Academic Speaking	Monrovia
Neil	Gonzalez	Teacher	1/28/2020	Techniques/Tools for Academic Speaking	Monrovia
Esther	Jeong	Teacher	1/28/2020	Techniques/Tools for Academic Speaking	Monrovia
Megan	Lundsberg	Teacher	1/28/2020 & 1/29/2020	Techniques/Tools for Academic Speaking	Monrovia
Charlene	Sun	Teacher	1/28/2020 & 1/29/2020	Techniques/Tools for Academic Speaking	Monrovia
Dawn	Weldon	Teacher	1/28/2020	Techniques/Tools for Academic Speaking	Monrovia
Summer	Puskas	SLP	1/28/2020	Annual Spring Speech/Language Study C	Lakewood
Jorge	Guerrero	SLP	1/29/2020 to 1/31/2020	Social Thinking	Santa Ana
Nancy	Swenson	Board of Education	1/29/2020	LACSTA Meeting	Montebello
Veronica	Lizardi	Director	1/30/2020	Intensive Institutes	Anaheim
Carrie	Kim	TOSA	1/30/2020	Intensive Institutes	Anaheim
Susana	Zamarripa	School Psychologist	1/31/2020	Addressing Traumatic Stress in the Schoo	Long Beach
Daniel	Estrella	Adapted P.E.	1/31/2020	APE Winter Workshop	San Bernardino
Lisa	Hunt	Sign Language Interpreter	2/4/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Rebecca	Piepho-Su	Principal	2/4/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Cindy	Rodriguez	Assistant Principal	2/4/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Alanna	Cooper	SELPA Director	2/5/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Vicky	Sciacca	Program Administrator	2/5/2020 to 2/7/2020	ACSA Every Child Counts Symposium	Palm Desert
Martha	Ortiz	Librarian	2/7/2020	Calif. School Library Assn. Conf.	City of Industry
Billie	Barrios	Vice Principal	2/10/2020	California Distinguished School	Anaheim
Karen	Beliakoff	Teacher	2/10/2020	California Distinguished School	Anaheim
Susan	Breit	Teacher	2/10/2020	California Distinguished School	Anaheim
Caridad	Calvo	Principal	2/10/2020	California Distinguished School	Anaheim
Anthony	Covarrubias	Teacher	2/10/2020	California Distinguished School	Anaheim
Lilly	Estrada	Teacher	2/10/2020	California Distinguished School	Anaheim
John	Garcia	Supt.	2/10/2020	California Distinguished School	Anaheim
Annabel	Guerrero	Title I Coordinator	2/10/2020	California Distinguished School	Anaheim
Robin	Konegni	Teacher	2/10/2020	California Distinguished School	Anaheim
Donald	LaPlante	Board of Education	2/10/2020	California Distinguished School	Anaheim
Terresa	Negrete	Teacher	2/10/2020	California Distinguished School	Anaheim
Katherine	Pavidis	Vice Principal	2/10/2020	California Distinguished School	Anaheim
Cynthia	Reichwein	Teacher	2/10/2020	California Distinguished School	Anaheim
Jennifer	Robbins	Director	2/10/2020	California Distinguished School	Anaheim

Barbara Wayne Lisa Karen Marie Caro Mary Kathryn Kelly	Samperi Shannon Thomas Trejo Valdes Vanessa Weyers Wilson	Board of Education Assistant Supt. Principal Principal Teacher RSP Teacher Principal Teacher	2/10/2020 2/10/2020 2/10/2020 2/10/2020 2/10/2020 2/10/2020 2/10/2020	California Distinguished School California Distinguished School California Distinguished School California Distinguished School California Distinguished School California Distinguished School California Distinguished School	Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim Anaheim
Kevin	Miller	Program Specialist	2/11/2020 to 2/14/2020	NCI Training - Instructor Cert. Program	Anaheim
Grace Janice Maria Ghia Tracy Allegra Lauren Susan Joyce Rajshree Ashley John Angela Cinnamon Celeste Mary Julie	Brewer Eagle Florendo Gumbiner Hocking Johnson Karli Miyagishima Musgray Nikolas Roscoe Ross Taylor Viramontes Walsh Zuniga	SLP SLP SLPA SLP SLP SLP SLPA SLP SLP SLP SLP SLP SLP SLP	2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020 2/12/2020	Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf. Spring Speech/Language Study Conf.	Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood Lakewood
Diana	Rael	Nurse	2/14/2020 to 2/16/2020	CSNO Conference	Garden Grove
Robert	Petersen	Teacher	2/20/2020 to 2/23/2020	Calif. All State Music Educators Conf.	Fresno
Daniel	Latham	Teacher	2/20/2020 to 2/22/2020	2020 CAHPERD State Conf.	Garden Grove
Asra	Khan	Psychologist	2/26/2020 & 2/27/2020	PENT Orientation & PENT Forum	San Bernardino
Linda Linda Maria	Mendoza Osborn Pena	Teacher Teacher SIA-SL	3/2/2020 & 3/3/2020 3/2/2020 & 3/3/2020 3/2/2020 & 3/3/2020	Workability Business Meeting & Training Workability Business Meeting & Training Workability Business Meeting & Training	Redondo Beach Redondo Beach Redondo Beach
Blanca	Rochin	Principal	3/4/2020	WIOA Conference	Sacramento
Patricia	Gonzalez Sandoval	Director	3/5/2020	Culturally Responsive Pedagogy	Downey
Veronica	Lizardi	Director	3/10/2020	Engaging Parents and Families of English	Downey
Patricia Katherine	Gonzalez-Sandoval Pavidis	Director Vice Principal	3/13/2020 to 3/16/2020 3/13/2020 to 3/16/2020	Supervision & Curriculum Development Supervision & Curriculum Development	Los Angeles Los Angeles
Ruth Carol Kathy Susan Jill Carolina Wendy Danielle	Alarcon-Davila Carter Girardin Gomez King Lee Lee Mendenhall	Teacher Teacher Teacher Teacher Teacher Teacher Teacher Teacher	3/14/2020 3/14/2020 3/14/2020 3/14/2020 3/14/2020 3/14/2020 3/14/2020 3/14/2020	LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium LB Early Childhood Education Symposium	Long Beach Long Beach Long Beach Long Beach Long Beach Long Beach Long Beach Long Beach
Giovanna Martha	Perez-Saab Sodemani	Board of Education Board of Education	3/17/2020 3/17/2020	2020 Legislative Action Day 2020 Legislative Action Day	Sacramento Sacramento
Lisa	Rawlings	Coordinator	3/19/2020 & 3/20/2020	Every Child California	Anaheim
Kim Georgina Michelle	Ackley Tanaka Waterworth	Cotsen Fellow Cotsen Mentor Cotsen Fellow	5/13/2020 5/13/2020 5/13/2020	Strategies to Make Sense of Comprehen. Strategies to Make Sense of Comprehen. Strategies to Make Sense of Comprehen.	Los Angeles Los Angeles Los Angeles
Christina Christina John Ashley Andrea	Aragon Danna-Tournay Garcia Greaney Iacovitti	Associate Supt. Budget/Financial Analyst Superintendent Public Relations Coord. Assistant Director	5/20/2020 5/20/2020 5/20/2020 5/20/2020 5/20/2020	May Revision Workshop May Revision Workshop May Revision Workshop May Revision Workshop May Revision Workshop	Ontario Ontario Ontario Ontario Ontario

Donald	LaPlante	Board of Education	5/20/2020	May Revision Workshop	Ontario
Michael	Martinez	Senior Director	5/20/2020	May Revision Workshop	Ontario
Alyda	Mir	Assistant Supt.	5/20/2020	May Revision Workshop	Ontario
Jim	Mogan	DEA President	5/20/2020	May Revision Workshop	Ontario
Giovanna	Perez-Saab	Board of Education	5/20/2020	May Revision Workshop	Ontario
Martha	Sodetani	Board of Education	5/20/2020	May Revision Workshop	Ontario
Nancy	Swenson	Board of Education	5/20/2020	May Revision Workshop	Ontario
John	Torres	CSEA Unit II President	5/20/2020	May Revision Workshop	Ontario
Julia	Wright	DEA Representative	5/20/2020	May Revision Workshop	Ontario
Linda	Osborn	Teacher	6/22/2020 to 6/26/2020	WAI State Advisory Mandatory Leadership	Sacramento
Stephen	Judy	Teacher	6/22/2020 to 6/25/2020	AP by the Sea	San Diego
Karla	Lopez	Teacher	6/22/2020 to 6/25/2020	AP By the Sea	San Diego
Daniel	Miranda	Teacher	6/22/2020 to 6/25/2020	AP By the Sea	San Diego
James	Kim	Teacher	8/3/2020 to 8/6/2020	SoCal AP Institute - Statistics	Palos Verdes

SUPERINTENDENT'S RECOMMENDATION:

RATIFY and/or APPROVE attendance and authorize payment of actual and necessary expenses, including registration fees, and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

Downey Unified School District
Office of the Superintendent

DATE: February 18, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Jessica	Sotelo	Teacher	2/28/2020 & 2/29/2020	Conf. for Pre-K, TK, Kinder & 1st Grade Teachers	Pasadena
St. Raymond School					
Olivia	Lucier	Teacher	3/27/2020 & 3/28/2020	Teach Your Heart Out Conference	San Diego
St. Raymond School					
Anthony	Bolahoud	Program Director	4/27/2020 to 4/29/2020	Link Crew Basic Training	Temecula
St. Matthias-St. Pius Academy					
Melissa	Turcios	Admissions Coordinator	4/27/2020 to 4/29/2020	Link Crew Basic Training	Temecula
St. Matthias-St. Pius Academy					

SUPERINTENDENT'S RECOMMENDATION:

RATIFY and/or APPROVE attendance and authorize payment of actual and necessary expenses, including registration fees, and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Michael Martinez, Senior Director, Budget and Finance

SUBJECT: PAYROLL ORDERS

ACTION ITEM

RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of December 2019, covered by Payroll Orders issued through January 2020.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #024-N					31.29	
Reg. #H1M-N	152,152.69	6,840.68	41,518.96	2,132.73	121,944.52	
Reg. #H1M-C	1,473.00					
Reg. #022-N	524.00				250.00	
Reg. #013-C	122.73					
Reg. #009-N	3,103.75					
Reg. #008-N	(6,013.12)					
Reg. #H1L-N	155,783.90	5,007.15	38,687.52	2,321.05	126,797.37	
Reg. #H1L-C	1,309.50	175.50				
Reg. #E4L-N		122,528.10	2,962.42	61.35	988.86	
TOTAL				\$780,703.95		

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20053388 and 20064418 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2020 and ending January 31, 2020:

General Fund (01.0)	Total	\$2,211,334.74
SELPA Administrative Unit Fund (01.1)	Total	4,043.71
Special Education Pass-Through Fund (10.0)	Total	794,606.00
Adult Education Fund (11.0)	Total	101,730.46
Cafeteria Fund (13.0)	Total	384,327.78
Deferred Maintenance Fund (14.0)	Total	136,586.84
Building Fund (21.0)	Total	5,925,508.48
Special Reserve for Capital Outlay Fund (40.0)	Total	245,095.20
Workers' Comp. Self-Insurance Fund (67.1)	Total	289,601.74
Health Care Self-Insurance Fund (67.2)	Total	944,976.81
Dental Care Self-Insurance Fund (67.3)	Total	160,892.87
Vision Care Self-Insurance Fund (67.4)	Total	32,700.52
Retirement Medical Self-Insurance Fund (67.5)	Total	11,603.61
Payroll Clearance Fund (76.0)	Total	1,287,619.82



Cerritos College

AMENDMENT NO. 1

To

CONTRACT NO. 18C0182

The AGREEMENT made and entered on **March 11, 2019**, by and between the **Cerritos Community College District**, a public community college district with its principal place of business at 11110 Alondra Boulevard, Norwalk, CA 90650 ("COLLEGE DISTRICT"), and **Downey Unified School District**, organized under the laws of the state of California with its principal place of business at 11627 Brookshire Avenue, Downey, CA 90241 ("SCHOOL DISTRICT"), collectively "Parties", or "Party" in singular, is **AMENDED** on **January 8, 2020**, as follows:

RECITALS

WHEREAS, COLLEGE DISTRICT and SCHOOL DISTRICT entered into that certain College and Career Access Pathways Agreement dated **March 11, 2019** ("Agreement"), whereby SCHOOL DISTRICT agreed to provide certain services;

WHEREAS, COLLEGE DISTRICT and SCHOOL DISTRICT desire to amend the Agreement to provide for additional services;

NOW THEREFORE, the Parties agree as follows:

Item 1: **Modify** Agreement, Page 19, Exhibit C, to amend the Dual Enrollment Course Program courses offered by adding an additional course, as follows:

Name of Course: EDEL 100: Introduction to Teaching and Learning in Diverse Contemporary Classrooms

Units: 1

Time: Spring, Summer, and Fall semesters

Location of class: high school location in Downey Unified School District

Nature of Course: The course will provide students with an introduction to teaching as a profession. The course will address the qualities of an effective teacher, components and purposes of an effective professional portfolio, and critical issues in diverse contemporary classrooms. This course requires a minimum of ten (10) hours of structured fieldwork in an approved public K-8 general education classroom.

Number of class hours to meet the stated objectives: 18

Number of FTEs: 1

Minimum number of students for the class: 18

Maximum number of students for the class: 30

Enrollment period: Spring, Summer, Fall semesters

Item 2: Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Amendment.

Item 3: This Amendment may be executed in duplicative originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AMENDMENT AS OF THE DATE WRITTEN ABOVE:

DOWNEY UNIFIED SCHOOL DISTRICT:

CERRITOS COMMUNITY COLLEGE DISTRICT:

By: _____
Signature

By: _____
Signature

Typed or Printed Name, & Title

Typed or Printed Name, & Title

E-Mail

Tax ID No.

AMENDMENT NUMBER TWO (2) TO AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

THIS SECOND AMENDMENT to INDEPENDENT CONSULTANT SERVICES AGREEMENT No. 201920-58 is made this **18th day of February, 2020**, between **Mr. John Fenton DBA FentonOR1.LLC**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT No. 201920-58 approved by the Board of Education on July 11, 2019 and amended January 21, 2020 and February 18, 2020 to provide consulting services to assist the Facilities Department with oversight of the Measure O Bond Program, to include the following:
 - A. By increasing the AGREEMENT amount by THIRTEEN THOUSAND, EIGHT HUNDRED FIFTY DOLLARS AND NO/100 (\$13,850.00) from EIGHTY-FIVE THOUSAND DOLLARS AND NO/100 (\$85,000.00), for a total AGREEMENT amount of NINETY-EIGHT THOUSAND, EIGHT HUNDRED FIFTY DOLLARS AND NO/100 (\$98,850.00); and
 - B. By maintaining the contract completion date from July 1, 2019 through June 30, 2020.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 201920-58, shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

JOHN FENTON DBA FENTONOR1.LLC

**DOWNEY UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By _____

By _____

Print Name _____

Christina Aragon

Title _____

Associate Superintendent, Business Services

Date _____

Date _____

AMENDMENT TO AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

THIS AMENDMENT to INDEPENDENT CONSULTANT SERVICES AGREEMENT No. 201920-118 is made this **18th day of February, 2020**, between **Erin Bentley Consulting**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT No. 201920-118 approved by the Board of Education on September 9, 2019 and to be amended February 18, 2020 to provide consulting services for Gallup Engagement and Strengths Training, to include the following:
 - A. By increasing the AGREEMENT amount by TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) from THIRTY THOUSAND DOLLARS AND NO/100 (\$30,000.00), for a total AGREEMENT amount of FORTY THOUSAND DOLLARS AND NO/100 (\$40,000.00); and
 - B. By maintaining the contract completion date from July 1, 2019 through June 30, 2020.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 201920-118, shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

ERIN BENTLEY CONSULTING

**DOWNEY UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY**

By _____

By _____

Print Name _____

Christina Aragon

Title _____

Associate Superintendent, Business Services

Date _____

Date _____

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 18th day of February, 2020 between OverDrive, Inc., hereinafter referred to as "SERVICE PROVIDER", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The SERVICE PROVIDER and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT No. 201920-158 approved by the Board of Education on October 8, 2019 to provide student access to the OverDrive Sora Service, to include the following:
 - A. By decreasing the AGREEMENT amount by TWO THOUSAND DOLLARS AND NO/100 (\$2,000.00) from FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00), for a total AGREEMENT amount of THREE THOUSAND DOLLARS AND NO/100 (\$3,000.00)
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT No. 201920-158, shall remain in full force and effect.

IN WITNESS WHEREOF, said PARTIES have executed this AMENDMENT as of the date first above written.

OVERDRIVE, INC.

By Erica Lazzaro Digitally signed by Erica Lazzaro
Date: 2020.01.29 14:34:08 -05'00'

Print Name Erica Lazzaro

Title General Counsel

Date January 29, 2020

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By _____

Christina Aragon

Associate Superintendent, Business Services

Date: February 18, 2020

EXHIBIT A – Copy of Original Agreement

SUPERVISED TEACHERS AGREEMENT

THIS AGREEMENT is made and entered into this February 1, 2020, between **Mount Saint Mary's University - Los Angeles** 10 Chester Place, Los Angeles, CA 90007, hereinafter called the **UNIVERSITY**, and the **Downey Unified School District**, 11627 Brookshire Avenue, Downey, CA 90241, hereinafter called the **DISTRICT**.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a University or University approved by the Commission on Teacher Credentialing as a teacher education institution (Ed. Code Section 44227), to provide supervised teaching experience and to provide supervised field experience as may be called for in the requirements of the various authorized credentials for public school service;

WHEREAS, any such agreement may provide for the payment in money or in service for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

I. Special Provisions

- A. The term of this agreement shall commence on February 1, 2020 and terminate on June 30, 2025.
- B. The University shall pay the District an honorarium of One Hundred-Fifty Dollars (\$150) for each District supervisory master teacher/employee per nine-week period assigned to supervise a full-time student teacher of University assigned to schools in the District, to be paid at the end of the assignment. District shall reimburse each supervisory master teacher/employee at rates specified herein.
- C. 'Supervised teaching' as used in herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of permanent or probationary employees of the District holding valid credentials, issued by the California Commission on Teacher Credentialing, other than emergency or intern credentials, authorizing them to serve as classroom teachers in the schools or classes in which the supervised teaching is provided.
- D. The District shall provide teaching experience through supervised teaching in schools and classes of the District for students of the University who possess a valid certificate of

clearance and are assigned by the University to supervised teaching in schools or classes of the District.

- E. Such supervised teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.
- F. The District may, for good cause, refuse to accept for supervised teaching any student of the University assigned to supervised teaching in the District. Upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to supervised teaching of the District.
- G. The number of semester units of supervised teaching to be provided for each student of the University assigned to supervised teaching under this agreement shall be determined by the University.
- H. An assignment of a student of the University to supervised teaching in schools or classes of the District shall be at the discretion of the University, but a student may be given more than one assignment by the University with prior approval of the District, to supervised teaching in such schools or classes.
- I. An assignment of a student of the University to supervised teaching in the District shall be deemed to be effective for the purpose of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given him or her by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.
- J. Absences of a student from assigned supervised teaching shall not be counted as absences in computing the semester units of supervised teaching provided the student by the district.
- K. It is understood that the District shall not be obligated to accept assignments of training students beyond the ability for the District to effectively provide services pursuant to this agreement.
- L. In the event the assignment of a student of the University to supervised teaching is terminated by the University for any reason, the District shall receive payment on account of such student as though there had been no termination of the assignment, except that if such assignment is terminated before one half of the term of the assignment has elapsed, the District shall receive payment for one half of the assignment only.
- M. If a student is assigned by the University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.
- N. Within a reasonable time following the close of each semester of the University, the District shall submit an invoice in duplicate, to the University for payment, at the rate provided

herein, for all supervised teaching assignments provided by the District under and in accordance with this agreement. The University will pay the amount of such invoices promptly upon receipt for the District.

II. Arbitration

Any controversy or claim arising out of or relating to this Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by Endispute/JAMS; an arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.

III. Assignment

Neither this Agreement nor any duties or obligations herein may be assigned by either party without the prior, written consent of the other.

IV. Contract Alterations & Integration

No alteration or variation in terms of the Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

V. Fingerprinting and TB Clearance

In accordance with Education Code §45125.1 requirements, the University will: (check one)

☐ [] contact with District students and must comply with background check requirements

☒ [X] California certificate of clearance is currently on file

University certifies that all University's students providing services to pupils are adequately screened so as to prevent the assignment of student teachers who may pose a threat to the safety and welfare of pupils and that such student teachers shall provide evidence of freedom from tuberculosis before starting service at the school site.

VI. Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, University shall comply with any State or federal law applicable to University's performance under this Contract.

VII. Indemnification

The University shall indemnify, defend, and hold harmless the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of

any kind imposed upon them, including damages to property or injury or death of persons, arising out of the performance of services rendered by supervised teachers or caused by any error, omission, or act of the supervised teachers or of any other for whose acts the supervised teachers are legally liable. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

The District shall indemnify and hold harmless the University, its servants, agents, and employees, and any students acting as such, from any and all claims or sums which the University or any of its departments, agents, officers, students, or employees may be obligated to pay by reason of any liability, damage, expense, cause of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise imposed upon them which arises out of the act, failure to act, or negligence of the District, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this agreement. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees.

VIII. Independent Contractor

The District and University have not formed an agency, employment or partnership relationship. District represents, and University recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to supervised teachers.

IX. Insurance

During the term of this Agreement, the University shall provide such workers' compensation for the performance of its employees and students under this Agreement as may be required under California law.

All students and faculty assigned to the District will be required to carry general liability coverage and professional liability coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate covering all acts and activities undertaken pursuant to this Agreement as a condition of participation in the Program at the District. Evidence of such insurance shall be supplied to the District prior to commencement of the clinical rotation at the District, upon renewal of such insurance, and/or upon request by the District.

The University will assume any and all obligations imposed by the Workers' Compensation Law of the State of California insofar as a member of its faculty may sustain injury or disability by reason of accident or occupational disease arising out of, or in the course of, instruction by a member of the faculty, whether on or off the District premises.

X. Notices

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office postage prepaid and registered. Notices to the University and District shall be addressed to the attention of:

<u>University</u>	<u>District</u>
Mount Saint Mary's University	Downey Unified School District
10 Chester Place	11627 Brookshire Avenue
Los Angeles, CA 90007	Downey, CA 90241
Carol Johnston, Education Dept. Chair	Alyda R. Mir, Assistant Superintendent, Certificated Human Resources

XI. Severability

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XII. Termination

Either party may terminate this agreement upon sixty (60) days written notice to the other party for any reason whatsoever, without fault.

XIII. Waiver

No waiver of a breach of any provision of this agreement by the District or University shall constitute a waiver of any breach of such provision. Failure of the District or University to enforce at any time, or from time to time, any provisions of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Notwithstanding anything herein contained to the contrary, this agreement may be terminated, and the provisions of this agreement may be altered, changed, or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the Board of Education of the Downey Unified School District has authorized this Agreement to be executed by Board authorized signatures.

Date of Board Meeting: February 18, 2020 Page No: 4b

Approval of this contract is hereby indicated by the following signatures:

Carol Johnston, PhD
Education Department Chair

Alyda R. Mir
Assistant Superintendent of Schools

Robert Perrins, PhD
Academic Vice President/Provost

D. Mark Morris
School Board, Clerk

Date

Date

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-233

THIS AGREEMENT made and entered into this 16 of December, 2019 by and between Marlen Barbee, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

Educationally Related Mental Health Services (ERMHS) Assessment IEE for Student #712433

Services will be provided at the school site or parent will be present.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 3500.00, not to exceed \$ 3500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 12/16/2019 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: Marlene Barbee
Dept.:
Address: 552 E Carson Street Suite 104
Carson, CA 90745
Contact: Marlene Barbee
Phone/email: 5624993683/dr.mbarbee@gmail.com

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Marlene Barbee

Print Title: Licensed Educational Psychologist

Date: December 17, 2019

District use only below line

Account Number to be Charged 01.0-65000.057500-11800-5890-7430000

Dr. Patricia Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print



Signature of Site Administrator

1/6/20

Date

Signature of Program Director ONLY IF using categorical funds

Date

Marlen Barbee, Psy.D., L.E.P.
 552 E Carson Street Suite 104 • Carson, California 90745
 (562) 449-3683 • dr.mbarbee@gmail.com



Professional Compensation Schedule:

Independent Educational Assessment Per Area:

- | | |
|---|-----------|
| • Academic Achievement (ex. WJ-IV, WIAT-III) | \$800 |
| • Cognitive (ex. WJ-IV: Cog, WISC-V, CAS-II) | \$900 |
| • Executive Functioning (ex. BRIEF 2, CONNERS-3, NEPSY-II) | \$300-900 |
| • Psychological Processing and Memory (ex. TAPS-3, WRAML-2) | \$300-400 |
| • Social/Emotional/Adaptive (ex. CDI-2, MASC -2, BASC-3) | \$600-800 |

Flat Rate:

Comprehensive Psychoeducational Evaluation <i>-Includes travel, observations, records review, testing in all relevant areas, interpretation, and written report</i>	\$3500 – \$5000
Functional Behavioral Assessment (FBA)	\$2500 – \$3500
Educationally Related Mental Health Service (ERMHS) Assessment	\$2500 - \$3500
Comprehensive Psychoeducational Evaluation and ERMHS Assessment	\$5500 - \$6000

Private Practice Activity Hourly Rates:

- | | |
|--|----------------------------------|
| • Psychoeducational test administration | \$150 per hour |
| • Scoring and interpretation of test data | \$150 per hour |
| • Review of medical or academic records | \$150 per hour |
| • Telephone/in-person meeting with family attorney | \$150 per hour |
| • Individual Counseling | \$150 per hour |
| • Return Check Fee | \$30 |
| • IEP/School Meeting attendance | \$150 per hour |
| • Travel Fee to Meeting | \$50 for distances over 50 miles |

Service Area Includes: Los Angeles County, San Fernando Valley, San Bernardino, Riverside County, South-Western Ventura County, and other areas within an hour drive from Downtown Los Angeles

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-239

THIS AGREEMENT made and entered into this 13 of January, 2020 by and between Greater LA County Vector Control, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Provide an interactive, STEAM-centric, lesson on mosquito biology and ways to help prevent mosquito from breeding in the community; an in-class and a mobile laboratory component (SWAT Lab).
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 0, not to exceed \$ 0 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 1/7/2020 and will terminate on or before 6/19/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: Greater Los Angeles County Vector Con
Dept.: Community Affairs
Address: 12545 Florence Ave.
Santa Fe Springs, CA 90670
Contact: Francis Fernando
Phone/email: (562) 944-9656 ext.512/ffernando@glac

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Greater Los Angeles County Vector Control Distr


Signature

Print Name: Francis Fernando

Print Title: Education Program Coordinator

Date: 1/7/2020

District use only below line

Account Number to be Charged _____

Diana Israwi - Vice Principal

Name and Title of Site Administrator-Please print



Signature of Site Administrator

1/13/2020

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-239

Page 4 of 4

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-241

THIS AGREEMENT made and entered into this 1 of January, 2020 by and between Creative Works Consulting, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

Creative Works Consulting will assist in designing the website for the Downey-Montebello SELPA.

Parents and the public will be able to access valuable information, trainings, parent rights, etc

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$, not to exceed \$20,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 1, 2020 and will terminate on or before June 30, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: Creative Works Consulting
Dept.:
Address: 5380 Los Monteros
Yorba Linda, CA
Contact: Matt Knox
Phone/email: (562) 301-3032 matt@cwaagency.com

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: February 18, 2020

SERVICE PROVIDER

Creative Works Advertising Agency



Digitally signed by Matt Knox
Date: 2020.02.03 15:35:03 -08'00'

Signature

Print Name: Matthew Knox

Print Title: President

Date: 02/03/2020

District use only below line

Account Number to be Charged 01.1-65000.0-50500-22000-5890-7210000

Alanna Cooper, SELPA Director

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-241

Page 4 of 4

SCOPE OF WORK BRIEFING – SELPA

Creative Works Advertising Agency will be assisting Downey Unified/SELPA with website development and marketing strategies to help promote and make successful their launch of a new web presence, in addition to creating collateral and consulting on marketing ideas to increase their parent and community outreach. This will include, but not be limited to advice and consult on social media communication strategies, public advertising campaigns, and internal marketing campaigns. We will advise SELPA on the most effective communication strategies for existing or new constituent facing campaigns to accomplish targeted objectives. Our scope of work will also include graphic and copywriting for SELPA, as needed. Ultimately, our number one priority is to develop SELPA's web presence, create brand awareness, and provide an easier path for parents and constituents to access information.

PRIMARY OBJECTIVE

- *Web & business development consult/strategy - \$125/hr billed hourly to nearest quarter hour*
- *Ad campaign/marketing development - \$125/hr billed hourly to nearest quarter hour*
- *Design services - \$75/hr billed hourly to nearest quarter hour*
- *Copywriting services - \$75/hr billed hourly to nearest quarter hour*

Anticipated web development project budget (\$10,000) with following estimated breakdowns:

- *32 development/creative consulting/marketing strategy hours - \$4000*
- *60 design and/or copywriting hours - \$6000*

Anticipated additional marketing consult & design services (\$10,000) with following estimated breakdowns:

- *32 development/creative consulting/marketing strategy hours - \$4000*
- *60 design and/or copywriting hours - \$6000*

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-242

THIS AGREEMENT made and entered into this 13 of January, 2020 by and between Haynes Family of Programs-S.T.A.R. Acad., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Compensatory educational services in the areas of academics or speech and language for up to 16
hours to be used at the discretion of the parents. (738746-C.C.)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 2,000.00, not to exceed \$ 2,640.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 15, 2020 and will terminate on or before August 31, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Purchasing Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Darren Purselove
(562)469-6531/
dpurselove@dusd.net

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy
Address: P.O. Box 400
LaVerne, CA 91750
Contact: Jonas Maceda, Director, 909-667-2107
Phone/email: jmaceda@leroyhaynes.org

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

S.T.A.R. Academy/ Haynes Family of Programs



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 1/13/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator Please print


Signature of Site Administrator

1/30/20
Date

Signature of Program Director ONLY IF using categorical funds

Date



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA)

Rate Sheet – Home Based Services 2019-2020***

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-245

THIS AGREEMENT made and entered into this 28th of MAY, 2020 by and between PRISMATIC MAGIC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

PRISMATICA CELEBRATION SHOW

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1299.00, not to exceed \$ 1299.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins MAY 28, 2020 and will terminate on or before MAY 28, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: PRISMATIC MAGIC LLC
Dept.: Administration Office
Address: PO BOX 11678
Fort Worth, TX 76110-0678
Contact: info@prismaticmagic.com
Phone/email: 866-779-7726

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

PRISMATIC MAGIC, LLC

 Digitally signed by Raleigh Ames
Date: 2020.01.15 15:30:56 -07'00'

Signature

Print Name: Raleigh Ames

Print Title: Director of Programs

Date: 1/15/2020

District use only below line

Account Number to be Charged 01.0 00000.0 00000 270000 4310 1106200

Name and Title of Site Administrator-Please print

Caryn Jasich

Digitally signed by Caryn Jasich
Date: 2020.01.15 11:04:42 -08'00'

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. _____

Page 4 of 4

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-247

THIS AGREEMENT made and entered into this 18th of February, 2020 by and between Aequitas Solutions, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

On-Site Scheduling Training for District Staff

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1,500.00, not to exceed \$ 1,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins February 27, 2020 and will terminate on or before February 27, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dbblack@dusd.net

SERVICE PROVIDER

Name: Aequitas Solutions, Inc.
Dept.: Training
Address: 9365 Carnelian Street, Suite 208
Rancho Cucamonga, CA 91711
Contact: John Uhler
Phone/email: (909) 946-1600 juhler@myaequitas.com

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: February 18, 2020

SERVICE PROVIDER

Aequitas Solutions, Inc.

 Digitally signed by John Uhler
Date: 2020.01.29 12:19:12 -08'00'

Signature

Print Name: John Uhler

Print Title: CEO

Date: 01/29/20

District use only below line

Account Number to be Charged 01.0-00000.0-00000-77000-5890-7607770

Chris Nezzer, Chief Technology Officer, Technology and Information Systems

Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-250

THIS AGREEMENT made and entered into this 16th of January, 2020 by and between People's Care Autism Services, LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

Please see attached Addendum A

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ \$1,316.76, not to exceed \$ \$1,316.76 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 01/21/2020 and will terminate on or before 03/21/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement**. SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: People's Care Autism Services, LLC
Dept.: DBA: People's Care Behavioral Health
Address: 13920 City Center Dr. Suite 290
Chino Hills, Ca 91709
Contact: Lyndsi Patton
Phone/email: (626)940-4224/lpatton@peoplescare.org

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

People's Care Autism Services, LLC



Signature

Print Name: Michael Kaiser

Print Title: Managing Member

Date: 01/16/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11800-5816-743000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

1/30/20

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-250

Page 4 of 4

ADDENDUM A

Downey Unified School District Service Agreement

People's Care Behavioral Health is an ABA provider and will be completing a Functional Behavior Assessment (FBA) to determine the behavioral support needs of the student. If appropriate, behavior intervention implementation (BII) is based on the principles of Applied Behavior Analysis and is delivered in the school setting. Behavior intervention design (BID) is to develop behavior intervention plans, functional behavior assessments and work in collaboration with the IEP team. Services focus on decreasing behaviors that interfere with the student's ability to learn in the classroom, participate in social interaction and otherwise impeded their participation in the educational setting. Services also focus on teaching functionally equivalent replacement behaviors to replace the interfering behaviors. Behavior consultation with the staff is also an integral portion of services to ensure consistency amongst team members. Goals of services will be based on the student's IEP developed by the IEP team.

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-252

THIS AGREEMENT made and entered into this 29th of January, 2020 by and between Haynes Family of Programs, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
50 hours of compensatory speech and language services (Student # 713229)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 165.00 per hour, not to exceed \$ 8,250.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 29, 2020 and will terminate on or before September 1, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy (NPA)
Address: P.O. Box 400
La Verne, CA 91750
Contact: Jonas Maceda
Phone/email: 909-833-7187/jmaceda@leroyhaynes.or

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 1/29/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

1/31/2020
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-252

Page 4 of 4



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA)

Rate Sheet – Home Based Services 2019-2020***

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-253

THIS AGREEMENT made and entered into this 29th of January, 2020 by and between Haynes Family of Programs, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

50 hours of compensatory academic services (Student # 713229)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ \$85 per hour, not to exceed \$ 4,250.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 29, 2020 and will terminate on or before September 1, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

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- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
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Professional Liability:

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shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dbblack@dusd.net

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy (NPA)
Address: P.O. Box 400
La Verne, CA 91750
Contact: Jonas Maceda
Phone/email: 909-667-2107/jmaceda@leroyhaynes.or

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 1/29/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

1/31/2020

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-253

Page 4 of 4



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA) Rate Sheet – Home Based Services 2019-2020***

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**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-255

THIS AGREEMENT made and entered into this 28th of MAY, 2020 by and between EMERALD EVENTS, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
EMERALD EVENTS TO PROVIDE AN INFLATABLE PIT 33FT X 33 FT, 4 FOAM MACHINES AND,
UNLIMITED FOAM AND POWER GENERATOR RENTAL DURING 5TH GR PARTY
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1500, not to exceed \$ 1500 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins MAY 28, 2020 and will terminate on or before MAY 28, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
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DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: EMERALD EVENTS
Dept.:
Address: 980 N MAIN ST
ORANGE, CA 92867
Contact: www.emeraldevents.com
Phone/email: info@emeraldevents.com

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

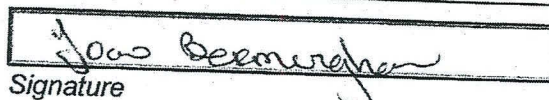
Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

EMERALD EVENTS



Signature

Print Name: JOAN BEEMINGHAM

Print Title: Office Administrator

Date: 1/15/20

District use only below line

Account Number to be Charged 01.0 00000.0 270000 4310 1106200 Special Site

Name and Title of Site Administrator-Please print

Caryn Jasich

Digitally signed by Caryn Jasich
Date: 2020.01.15 08:56:19 -08'00'

1/15/2020

Signature of Site Administrator

Date

Caryn Jasich

Digitally signed by Caryn Jasich
Date: 2020.01.15 08:56:19 -08'00'

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. _____

Page 4 of 4

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-256

THIS AGREEMENT made and entered into this 31st of January, 2020 by and between Haynes Family of Programs, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.

Compensatory supplemental academic services (Student # 720737)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 85.00 per hour, not to exceed \$ 4,250.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 31, 2020 and will terminate on or before December 31, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (if working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Business Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Debbie Black
(562)469-6521/dblack@dusd.net

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: S.T.A.R. Academy (NPA)
Address: P.O. Box 400
La Verne, CA 91750
Contact: Jonas Maceda
Phone/email: 909-667-2107/jmaceda@leroyhaynes.org

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



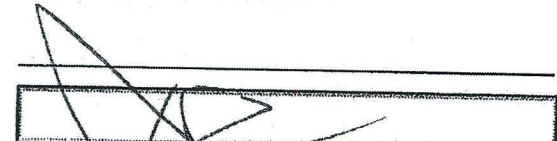
Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 1/31/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator Please print


Signature of Site Administrator

2/3/20

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-256

Page 4 of 4



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA) **Rate Sheet – Home Based Services 2019-2020*****

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
(5) Occupational Therapy (OT) – Individual		
a. Occupational Therapy	\$165.00	Per Hour
b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
a. Behavior Intervention Implementation (BII)	\$85.00	Per Hour
b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour/session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6500

SERVICE AGREEMENT
Agreement No. 201920-257

THIS AGREEMENT made and entered into this 3rd of January, 2020 by and between Haynes Family of Programs, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Speech and Language Independent Educational Evaluation (Student # 720737) to include: testing, report preparation, observation, and review of results via conference call at IEP meeting.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 4,000.00, not to exceed \$ 4,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins February 3, 2020 and will terminate on or before August 1, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- b. SERVICE PROVIDER's insurance to be primary and non-contributory.
- c. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

Automobile Liability:

- a. \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease.

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.

Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):

- a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

Each policy required above shall be endorsed to provide for thirty (30) days prior written notice of cancellation to the DISTRICT and to establish that coverage is primary and that any insurance or self-insurance held by the DISTRICT, its officials, employees and agents shall be excess and shall not contribute to it.

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its sub SERVICE PROVIDERS, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER

shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

14. **Notices:** Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

DISTRICT

Downey Unified School District
Purchasing Services
11627 Brookshire Ave.
Downey, CA 90241
Contact: Darren Purselove
(562)469-6531/
dpurselove@dusd.net

SERVICE PROVIDER

Name: Karen Schnee
Dept.:
Address: 20700 Ventura Blvd., Suite 228
Woodland Hills, CA 91364
Contact: Karen Schnee
Phone/email: 818-363-1912/kslearn@aol.com

IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



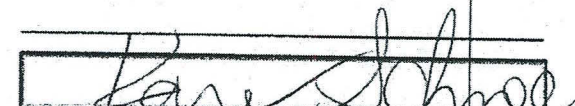
Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER



Signature

Print Name: Karen Schnee

Print Title: Speech & Language Pathologist


Date: 2-3-20

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Signature of Site Administrator

2/4/20
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 201920-257

Page 4 of 4



HAYNES

FAMILY OF PROGRAMS

EDUCATION CENTER
S.T.A.R. ACADEMY

Non-Public School & Non-Public Agency Services Haynes Education Center (NPS) & S.T.A.R. Academy (NPA) **Rate Sheet – Home Based Services 2019-2020*****

(1) Supplemental Academic Services (SAS) or Transition Services	\$85.00	Per Hour
(2) In-Home & Hospital (IHH)/Resource Specialist Program (RSP) Services**	\$120.00	Per Hour
(3) Educational Counseling & Guidance – Individual	\$100.00 to \$120.00	Per Hour
a. Parent Training	\$100.00	Per Hour
b. Educational Counseling		
a. E.R.I.C.S. or E.R.M.H.S.	\$120.00	Per Hour
(4) Language and Speech Services (LAS)/Therapy – Individual		
a. Language & Speech Therapy	\$165.00	Per Hour
b. Language and Speech Assessment	\$1,750.00	Per Student
c. Language and Speech Assessment – Includes AAC Assessment	\$1,950.00	Per Student
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b. Occupational Therapy Assessment	\$1,750.00	Per Student
(6) Behavior Intervention - School or Home Based		
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b. Behavior Intervention Development (BID) or Consultation	\$130.00	Per Hour
c. Functional Behavioral Assessment – One Location	\$1,750.00	Per Student
d. Functional Behavioral Assessment – Two Locations (School & Home)	\$1,950.00	Per Student
e. Functional Analysis Assessment	\$1,950.00	Per Student
(7) Orientation and Mobility Instruction, Visual Impairment or Deaf/Hard of Hearing	\$100.00	Per Hour
(8) Academic Achievement Test or Transition Assessment		
a. Comprehensive Academic Assessment (WJ IV, KTEA, Brigance) - Max 2 Tests	\$850.00	Per Student
b. Transition Assessment	\$1,700.00	Per Student

**In Home and Hospital (IHH) Services are provided by our Non-Public School (NPS) - Haynes Education Center. NPS Contract must be created. IEP Attendance or Participation for each service is charge at the same hourly rate listed above.

***School District & Parent/Guardian will receive a Student Services Report (SSR) upon completion of each authorized NPA service/contracted hours. SSR report will be provided and billed on the last hour session for each student's services. For example, a student referred for 75 hours of SAS will complete 74 hours of SAS direct services and 1 hour of indirect services as "Final Session/SSR."

**Downey Unified School District
Q License Agreement
Second Contract Amendment**

This is the second amendment ("Amendment") to the contract between the Downey Unified School District (the "District") and Aequitas Solutions, Inc. ("Aequitas"), dated July 01, 2016, Contract No. 11-0032 (referred to as the "Agreement").

Exhibit "A" - Q Licensed Software, is amended to add subscriptions to the Food Service Online Application and Food Service POS.

Exhibit "B" - Fees and Payment Schedule, is amended to add the pro-rated cost of the above services added to Exhibit "A" in the amount of \$11,693.92 to cover services through June 30, 2020.

NOTE: the complete annual cost for the added subscriptions in the amount of \$27,580.00 will apply to the contract effective July 1, 2020.

Exhibit "A" - Q Licensed Software*

Product	(L)icense / (S)ubscription	License / Subscription Date
Q	L	07/01/2011
Q Source Code for licensed products only	L	07/01/2011
Q Food Service Online Applications	S	03/01/2020
Q Food Service POS	S	03/01/2020
Q Service Tracker	S	07/01/2017
Q Student Body Accounting	L	07/01/2011
Q Communications		
Q District Pulse		
Q Assessment		
Q Learning Management		
Q SIF Agent		
Q Special Education	L	07/01/2011
Q Online Pre-Enrollment	L	07/01/2011
Q Online Re-Enrollment	L	07/01/2011
Q Web API	L	07/01/2019
Metamorphosis	S	07/01/2019

* Additional modules may be added to this list as they become available

Exhibit "B" - Fees & Payment Schedule

District ADA: 22,064

District Service Tracker ADA: 8,000

Invoice Date	Description	Payment Amount	Notes
02/04/20	Q Food Service Suite Subscription Pro-Rated through June 30, 2020	\$11,693.92	
07/01	Annual Q AMS Fee *	\$70,163.52	\$3.18/student/year
07/01	Annual Q Service Tracker AMS Fee	\$8,240.00	\$1.03/student serviced/year
07/01	Annual Q Web API AMS Fee	\$1,033.09	
07/01	Metamorphosis Annual Subscription	\$10,300.00	
07/01	Q Food Service Suite Subscription	\$27,580.00	\$1.24/student/year
Billed Monthly	Consulting Services	\$1,500/day	Must include a signed Work Order
Billed Monthly	Hourly Service Rate	\$187.50/hr	Must include a signed Work Order

* AMS is recalculated each year using the district's current ADA or enrollment. AMS will not increase more than 3% per year.

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement.

Downey Unified School District

Aequitas Solutions, Inc.

By: _____

By:  _____

Name: _____

Name: John W. Uhler


Title: _____

Title: CEO

Date: _____

Date: 02/03/2020

Aequitas Solutions
Work Order
www.myaequitas.com

Work Order #	DUSD-20.01.31-1155		
Date Created	Friday, January 31, 2020		
Created By	John Uhler		
Client Code	DUSD		
Client Name	Downey Unified School District		
Contact	Marc Milton		
E-Mail Address	mmilton@dusd.net		
Department	Food Services		
Phone Number	(562) 469-6671		
Project Start Date	TBD		
Project Due Date	TBD		
Project Manager	John Uhler		
Work Summary	Q Food Service License & AMS. Implementation is included.		
Terms & Conditions	Payment is due NET 30 from date of invoice. Travel and expenses are not included and will be billed as incurred.		
Project Total	\$11,693.92		
Aequitas Solutions Approved By (Name)	John Uhler		
Signature		Date Approved	01/31/20
Client Approved By (Name)	Christina Aragon, Associate Supt. Business Services	PO Number	TBD
Signature		Date Approved	February 18, 2020

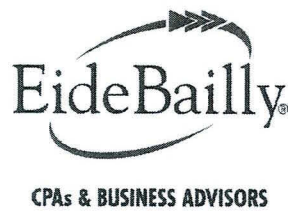


7365 Carnelian
Suite 208
Rancho Cucamonga, CA 91730

Payment Schedule

Date	Description	Amount	QTY	Totals
02/01/20	Q Food Service Subscription	\$1.25	22,064.0	\$27,580.00
02/01/20	Q Food Service Subscription Pro-Ration	-\$0.72	22,064.0	-\$15,886.08
TBD	Q Food Service Implementation	\$1,500.00	10.0	\$15,000.00
TBD	Q Food Service Implementation (Nezzer Discount)	-\$1,500.00	10.0	-\$15,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Grand Total				\$11,693.92

Task Name	Duration	Start	Finish
Initial Configuration Session - FS Applications	1 hr	Mon 2/3/20	Mon 2/3/20
Hardware Purchase, Setup and Configuration	60 days	Mon 2/3/20	Fri 4/24/20
Software Installation & Setup (Q 2.0)	2 hrs	Wed 2/5/20	Wed 2/5/20
FS Questionnaire	3 days	Tue 2/4/20	Thu 2/6/20
Backend Configuration	1 day	Wed 2/5/20	Thu 2/6/20
Food Service General Configuration	3 hrs	Fri 2/7/20	Fri 2/7/20
Configure Q Roles	1 day	Fri 2/7/20	Mon 2/10/20
Application Verbiage Review	14 days	Mon 2/3/20	Fri 2/21/20
Test Conversion	1 day	Wed 2/12/20	Wed 2/12/20
Final Conversion	1 day	Thu 2/20/20	Thu 2/20/20
End User Training Materials Development	5 days	Fri 2/7/20	Fri 2/14/20
Training Environment Setup	3 hrs	Mon 2/24/20	Mon 2/24/20
End User Training Material Review	3 hrs	Mon 2/17/20	Mon 2/17/20
End User Training Sessions (I)	4 hrs	Mon 3/9/20	Mon 3/9/20
End User Training Sessions (II)	4 hrs	Mon 3/9/20	Mon 3/9/20
End User Training Sessions (III)	4 hrs	Wed 3/11/20	Wed 3/11/20
Go Live (Phase 1)	1 day	Mon 3/16/20	Mon 3/16/20
Develop Classroom POS Quickguide	1 day	Mon 4/13/20	Mon 4/13/20
Review Classroom POS Quickguide	1 hr	Mon 4/13/20	Mon 4/13/20
Direct Certification Configuration	3 days	Mon 4/13/20	Thu 4/16/20
Eligibility Documents Setup	3 days	Thu 4/16/20	Tue 4/21/20
Verification Documents Setup	3 days	Tue 4/21/20	Fri 4/24/20



January 31, 2020

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

We are pleased to confirm our understanding of the services we are to provide the Downey Unified School District (the District). We will perform the required annual financial audit of the proceeds from the sale of the general obligation bonds (Measure O) (Proposition 39) and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2019 and ending June 30, 2020, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure O) of the District for the period beginning July 1, 2019 and ending June 30, 2020. The financial statements will present only the Building Fund (Measure O) on the modified accrual basis of accounting and will not purport to and will not be intended to present fairly the financial position and results of operations of the District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure O) financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (US GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body charged with governance, others within the District, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If, during our audit, we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

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Other Services

We will also prepare or assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for the Building Fund (Measure O) financial statements and all accompanying information, as well as all representations contained therein. As part of the audit, we will assist with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the District, in conformity with U.S. GAAP.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the Building Fund (Measure O) and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Measure O Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the Proposition 39 Measure O Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters, and no Measure O Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Management of the District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 39 requirement for the Measure O Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution.

Generally Accepted Government Auditing Standards requires that we obtain an understanding of those internal controls that are significant to our audit objectives. Our consideration of internal controls is limited to those controls considered significant to meet the objectives of this performance audit. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. A performance audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under *Government Auditing Standards*.

Our procedures for the Performance Audit for the period beginning July 1, 2019 through June 30, 2020, will be as follows:

- Audit the receipt of proceeds of the Measure O General Obligation Bonds and ensure the full proceeds have been segregated and deposited in the Bond fund as required by Proposition 39.
- Determine District procedures for disbursement of funds related to the voter approved general obligation bonds were applied in accordance with laws and regulations, as well as policies approved by the Board of Trustees. This will be accomplished through the inspection of specified documents evidencing certain types of transactions and detailed attributes thereof. Included, but not limited to, the specific documents related to bid procedures for contracts and services, invoices for services rendered, and other appropriate documents deemed necessary to provide a basis for the results of our objective.
- Review compliance with administrative provision of Article XII A of the California Constitution, including the formation of, and meetings with, the Citizen's Bond Oversight Committee.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the District's General Fund.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language. Expenditures from all projects will be included in the sample.
- We will examine bid documents and procedures, as well as project change orders to ensure compliance with District policies, public law provisions, and other related statutes.
- We will review minutes of the Citizen's Bond Oversight Committee for compliance with the committee's stated purpose.
- We will meet with the Citizen's Bond Oversight Committee and the District Board of Trustees to report the results of our procedures, if requested.
- A performance audit report will be issued to the Bond Oversight Committee and the District Board of Trustees.

With respect to financial statement preparation services, and any other nonattest services we provide, District's management is responsible for (a) making all management decisions and performing all management functions;

(b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of District's financial statements. Our report will be addressed to the Governing Board of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Richard R. Alonzo is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on a mutually approved date.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$9,600. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to State agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State agencies. The State agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

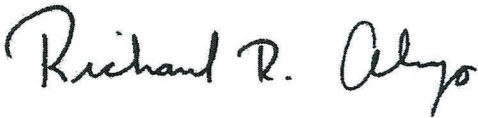
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Richard R. Alonzo
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Downey Unified School District by:

Name: _____

Title: _____

Date: _____

CONTRACT FOR AUDITING

This agreement made and entered into this 20th of January, 2020, between the Governing Board of the Downey Unified School District of San Bernardino County, State of California, hereafter referred to as "District" and Eide Bailly LLP, Certified Public Accountants, hereafter referred to as "Auditors".

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District and the related notes to the financial statements, which collectively comprise District's basic financial statements, as of and for the three-year period beginning July 1, 2020 and ending June 30, 2023. In addition, we will audit the entity's compliance over major federal award programs for the three-year period beginning July 1, 2020 and ending June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Schedule of Changes in the District's Total OPEB Liability and Related Ratios.
4. Schedule of the District's Proportionate Share of the Net OPEB Liability - MPP Program.
5. Schedule of the District's Proportionate Share of the Net Pension Liability.
6. Schedule of District's Contributions.
7. Notes to RSI.

Supplementary information other than RSI will accompany District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards.
2. Schedules required by the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the Education Audit Appeals Panel.
3. Combining Statements - Non-Major Governmental Funds.
4. Note to Supplementary Information.

Our responsibility for other information included in documents containing the District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of District's basic financial statements. Our report will be addressed to the governing body of the Downey Unified School District. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Annual Report - Form and Content, Delivery

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the Education Code, including the required compliance audit provisions of the Uniform Guidance, Audits of State of Local Governments, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Thirty bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also prepare the financial statements of District in conformity with U.S. generally accepted accounting principles, schedule of expenditures of federal awards, and related notes of the Organization in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also provide other nonattest services related to completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries, and preparation of proposed conversion entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
5. For the design, implementation, and maintenance of internal control over federal awards;
6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;

17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to financial statement preparation services, schedule of expenditures of federal awards preparation services, and any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries; maintenance of depreciation schedules, etc. (include as applicable), District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

Richard R. Alonzo is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on a mutually approved date.

The maximum annual fee for auditing services under the terms of this contract shall not exceed \$50,000 for June 30, 2021, \$51,000 for June 30, 2022, and \$52,000 for June 30, 2023, respectively, for personal services, with the exception that any additional auditing services provided for (1) any changes in County reporting format, i.e., GASB requirements and/or audit requirements, issued by the Education Audit Appeals Panel, Federal Agencies, American Institute of Certified Public Accountants, or Governmental Accounting Standards Board, (2) any changes in the number of funds or accounts maintained by the County during the period under this contract, and (3) any Federal Program and State Special Projects/compliance issues shall be in addition to the above maximum fee for personal services.

The final installment will represent the 10 percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

COMPENSATION

All personal services performed by the Auditors shall be reimbursed at the following hourly rates:

Partner	\$ 250
Manager	225
Senior in Charge	175
Staff Accountant	150
Paraprofessional	100

In addition to such payment for personal services, the auditors shall be reimbursed for mileage as may be necessary, computed at the current IRS rate per mile.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the appropriate cognizant or oversight agency for the audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. The aforementioned parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the governing board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;

- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the Downey Unified School District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services

performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Richard R. Alonzo
Partner

RESPONSE:

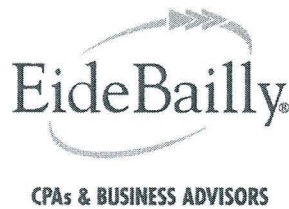
This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Downey Unified School District by:

Name: _____

Title: _____

Date: _____



January 31, 2020

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241

We are pleased to confirm our understanding of the services we are to provide the Downey Unified School District (the District). We will perform the required annual financial audit of the proceeds from the sale of the general obligation bonds (Measure O) (Proposition 39) and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2020 and ending June 30, 2023, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measure O) of the District for the period beginning July 1, 2020 and ending June 30, 2023. The financial statements will present only the Building Fund (Measure O) on the modified accrual basis of accounting and will not purport to and will not be intended to present fairly the financial position and results of operations of the District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measure O) financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (US GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body charged with governance, others within the District, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If, during our audit, we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Other Services

We will also prepare or assist in preparing the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for the Building Fund (Measure O) financial statements and all accompanying information, as well as all representations contained therein. As part of the audit, we will assist with the preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the District, in conformity with U.S. GAAP.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the Building Fund (Measure O) and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

The purpose of the Performance Audit is to meet the Proposition 39 requirement for the Measure O Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution. This includes that the Proposition 39 Measure O Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters, and no Measure O Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Generally Accepted Government Auditing Standards.

Management of the District is responsible for establishing and maintaining effective internal control over compliance to meet the Proposition 39 requirement for the Measure O Bond proceeds to ensure compliance with Section 1 of Article XIII A of the California Constitution.

Generally Accepted Government Auditing Standards requires that we obtain an understanding of those internal controls that are significant to our audit objectives. Our consideration of internal controls is limited to those controls considered significant to meet the objectives of this performance audit. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. A performance audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under *Government Auditing Standards*.

Our procedures for the Performance Audit for the period beginning July 1, 2020 through June 30, 2023, will be as follows:

- Audit the receipt of proceeds of the Measure O General Obligation Bonds and ensure the full proceeds have been segregated and deposited in the Bond fund as required by Proposition 39.
- Determine District procedures for disbursement of funds related to the voter approved general obligation bonds were applied in accordance with laws and regulations, as well as policies approved by the Board of Trustees. This will be accomplished through the inspection of specified documents evidencing certain types of transactions and detailed attributes thereof. Included, but not limited to, the specific documents related to bid procedures for contracts and services, invoices for services rendered, and other appropriate documents deemed necessary to provide a basis for the results of our objective.
- Review compliance with administrative provision of Article XII A of the California Constitution, including the formation of, and meetings with, the Citizen's Bond Oversight Committee.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other expense that would otherwise be the obligation of the District's General Fund.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language. Expenditures from all projects will be included in the sample.
- We will examine bid documents and procedures, as well as project change orders to ensure compliance with District policies, public law provisions, and other related statutes.
- We will review minutes of the Citizen's Bond Oversight Committee for compliance with the committee's stated purpose.
- We will meet with the Citizen's Bond Oversight Committee and the District Board of Trustees to report the results of our procedures, if requested.
- A performance audit report will be issued to the Bond Oversight Committee and the District Board of Trustees.

With respect to financial statement preparation services, and any other nonattest services we provide, District's management is responsible for (a) making all management decisions and performing all management functions;

(b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of District's financial statements. Our report will be addressed to the Governing Board of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Richard R. Alonzo is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on a mutually approved date.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be \$9,800 for June 30, 2021, \$9,800 for June 30, 2022, and \$9,800 for June 30, 2023, respectively. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to State agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State agencies. The State agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least eight years from the date of our report.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

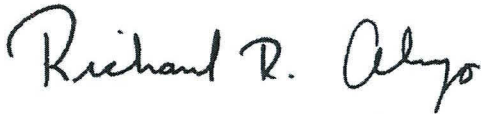
ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



Richard R. Alonzo
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Downey Unified School District by:

Name: _____

Title: _____

Date: _____



**Los Angeles County
Office of Education**

Leading Educators • Supporting Students • Serving Communities

Contract or Amendment Request

Section 1 - Request for Services Requestor must complete and attach the following items:

- If this CAR is an expenditure item, not with a District/Public Agency, attach 1) contractor/consultant qualifications 2) basis for selection and 3) W-9
- For Independent Consultants and Sole Proprietors, also attach 4) IRS Regulation Questionnaire, 5) EDD Report of Independent Contractor(s).

DATE OF REQUEST 10/17/2019	PLEASE CHECK <input type="checkbox"/> Amendment <input type="checkbox"/> Increase <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Decrease	CONTRACT # TO AMEND	CURRENT AMOUNT OF CONTRACT	SOCIAL SECURITY # (Individual, Sole Proprietor)
FULL LEGAL NAME OF CONTRACTOR/CONSULTANT/DISTRICT Downey Unified School District		(NAME UNDER WHICH ENTITY FILES TAX RETURNS)		FED. TAX ID # (Sole Prop., Corp., District, etc.) 95-6006586
NAME OF CONTACT PERSON (FIRST AND LAST) Christina Aragon		E-MAIL ADDRESS OF CONTACT Caragon@dusd.net		TELEPHONE NUMBER (562) 469-6520
MAILING ADDRESS OF CONTRACTOR/CONSULTANT/DISTRICT (NUMBER, STREET, or P.O. BOX NUMBER, CITY, STATE AND ZIP CODE) 11627 Brookshire Avenue, Downey, CA 90241				FAX NUMBER ()
TITLE/POSITION/PROFESSIONAL AFFILIATION (IF APPLICABLE) Chief Business Official, Associate Supt.		TYPE OF BUSINESS ORGANIZATION (CHECK CORRECT BOX) <input type="checkbox"/> Other <input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship (*Enter SS# and/or Fed Tax ID above*) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> District/Public Agency		
DESCRIBE SCOPE OF WORK (ATTACH ADDITIONAL SHEETS IF NECESSARY) We will be providing training for the Differentiated Assistance (DA) districts in the following areas: <ul style="list-style-type: none"> • Behavior Management Strategies • Transition Programs • Instructional Strategies/UDL • Accommodations and Modifications • Inclusive Practices • IEP Compliance and Facilitation • Foster Youth with IEPs 				
AGENDA DESCRIPTION Differentiated Assistance training agreement				
RATIONALE FOR LATE SUBMITTAL Just received information that a contract is needed for training				
ACCOUNT NUMBER TO BE CHARGED 01.4-00000.0-86000-21000-5981-0006511		PERCENT 100 %	ACCOUNT NUMBER TO BE CHARGED PERCENT. %	
DATES OF SERVICE FROM 09/01/2019 TO 06/30/2020		PAYMENT SCHEDULE <input type="checkbox"/> Monthly <input type="checkbox"/> Upon completion <input type="checkbox"/> See "Scope of Work" above <input type="checkbox"/> Other (Specify)		
Total Number	Rate	Total	Item	Expenses
DAYS	\$	\$ 0.00	MILEAGE	\$
HOURS	\$	\$ 0.00	TRAVEL	\$
PROJECT	\$	\$ 0.00	LODGING / MEALS	\$
OTHER (SPECIFY)	\$	\$ 0.00	OTHER (SPECIFY)	\$
TOTAL TO BE PAID PER RATE SPECIFIED		\$ 0.00	TOTAL EXPENSES	\$ 0.00
				\$ 0.00

Section 2 - Agreement for Services

1. Contractor/Consultant/District agrees to perform services (or to pay for LACOE services) as specified in Section 1 of this document, on the dates as specified for the rates indicated. ☒ Exhibit A - Terms and Conditions **DI 1.80** attached and/or viewable at www.lacoe.edu/contracts (by clicking on "Contract Terms and Conditions")
2. The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by this reference, incorporated herein and made part of this Agreement/Amendment. ☐ Exhibit B - Additional Scope of Work (if applicable)
☐ Other
☐ All other terms and conditions remain the same.

SIGNATURE OF LACOE DESIGNEE (CONTRACTS SECTION) DATE SIGNATURE OF CONTRACTOR/CONSULTANT/DISTRICT DATE

Section 3 - Preliminary Approvals and Certifications

I approve this request. I also certify that I have read and understand LACOE Board Policies 3322.2 & 3322.3 ("Prohibition Against Self-Dealing and "Prohibition Against Conflict of Interest") and that I have not violated either of these Prohibitions in regard to this Contractor / Consultant / District.

TYPE NAME OF REQUESTOR (FIRST AND LAST NAME) Carol Higa	TELEPHONE NUMBER (562) 803-8342	NAME OF DIVISION / SITE Curriculum and Instructional Services
SIGNATURE OF PERSON AUTHORIZED TO APPROVE PAYMENT(S) <i>Carol Higa</i> carol.higa (Oct 23, 2019)	DATE <i>Yvonne Contreras, Ed.D.</i> Yvonne Contreras, Ed.D. (Oct 23, 2019)	SIGNATURE OF DIVISION DIRECTOR (IF APPLICABLE) <i>Dina Wilson</i> Dina Wilson (Oct 23, 2019)

(The following preliminary approvals are required PRIOR to submission to Contracts Section if either/both are applicable)

Use of Special Project Funds or Grants require GPM approval	Independent Consultant & Sole Proprietor items over \$2,000 require Personnel Commission approval
APPROVED BY GPM DATE	APPROVED BY PERSONNEL COMMISSION DATE

Section 4 - Approvals • Refer to Procurement Authorization Approved Matrix

SIGNATURE OF ASSISTANT SUPERINTENDENT (IF APPLICABLE) <i>Christina Aragon</i>	DATE Oct 24, 2019	SIGNATURE OF SUPERINTENDENT (IF APPLICABLE)	DATE
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Section 5 - Contracts Section Use Only

AGENDA DATE 11/18/19	FINGERPRINTS REQUIRED <input type="checkbox"/> Yes <input type="checkbox"/> No	ASSIGNED TO mc	CONTRACT NUMBER C-19916	AMEND. #	Total Amended Contract Amount	TYPE SF	DATE MAILED
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Form No. 501-609 Rev.06-01-2010

11/13/19 DISTRIBUTION: Original and Canary Copies to Contracts; Pink Copy Retained by Requestor.



**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

**Community Family Guidance Center
AND**

Downey Unified School District

This Memorandum of Understanding (MOU) is made this day November 18, 2019 between Community Family Guidance Center (CFGC) and Downey Unified School District (DUSD) for the 2019-2020 and 2020-2021 school years. This agreement sets forth the responsibilities of both agencies in providing mental health services to children and adolescents in a school-based setting.

CFGC RESPONSIBILITIES

1. CFGC's school-based team will provide mental health services to students at Downey Unified School District who are insured through state funded Medi-Cal insurance or are uninsured (when indigent or private funds are available) and who have emotional and/or behavioral problems that interfere with their ability to function adequately in the public-school setting and have a Medi-Cal qualifying diagnosis and meet medical necessity.
2. CFGC will provide school-based counseling on Downey Unified School District campuses, when appropriate, using a collaborative model.
3. CFGC's school-based clinical team will provide the following mental health services:
 - School-based mental health services for youth and their families
 - Individual counseling sessions with students
 - Family counseling for program participants
 - Peer groups, when funding is available
 - As necessary and with parent/guardian permission, refer to psychiatric services at the CFGS main offices
4. CFGC's school-based clinical team will provide teacher/school personnel consultation and training as an integral part of the school-based counseling program.
5. Downey Unified School District will obtain permission from the guardians of students before providing referrals to CFGC. CFGC will contact the family and schedule intake appointment(s). The student's behavioral health needs will be identified during the intake and the appropriate treatment plan to address those needs will be developed in collaboration with the student and caregiver(s).

6. CFGC school-based clinical team will contact school and/or referring school personnel within 5-7 working days of referral to inform them of first appointment date (intake date) and/or services provided.
7. While on Downey Unified School District campus, and when feasible, CFGC's clinician(s) will provide assistance with consultation and agency services during perceived crisis for existing CFGC clients. For students that are not CFGC clients, if on campus, and when appropriate and feasible, the clinician(s) will assist during crisis and/or emergencies through consultation with DUSD staff.
8. CFGC will work with Downey Unified School District personnel to develop a student referral process, including procedures for self-referral and school staff referral.
9. As funding permits, CFGC's school-based clinical team will provide education to teachers, students, and their parents and/or caregivers, as arranged through DUSD staff and CFGC executive staff.
10. CFGC's school-based clinical team will provide training for screening and referring techniques on identifying students who are at risk and require mental health services.
11. CFGC will provide mental health services during school hours, after school (with school site administrator permission), during school vacations and during summer vacation.
12. CFGC will provide consultation and share necessary information (with the appropriate release of information forms signed by parents/legal guardians) about the student's treatment status with school personnel in order to work collaboratively toward treatment and progress.
13. CFGC's school-based clinical team will provide prerequisite Tuberculosis (TB) testing and finger printing clearance at no cost to the school district.
14. CFGC and Downey Unified School District personnel will work collaboratively to prioritize and design the program elements to meet the needs of the school and the students.
15. CFGC will participate in collaborative meetings and/or trainings addressing the partnership between Downey Unified School District and Mental Health Agency Providers.

DOWNEY UNIFIED SCHOOL DISTRICT RESPONSIBILITIES

1. Downey Unified School District personnel will obtain permission from guardians and complete referral forms on all students referred to receive school-based counseling.
2. Downey Unified School District will inform the CFGC's school-based clinical team of Individualized Education Program (IEP) meetings or any other student meetings when a mental health referral is being considered.
3. Downey Unified School District will provide a room on the school site conducive to providing therapeutic services with private and appropriate locked storage space for case files. DUSD

will cooperate with the process of MediCal Certification for any school sites deemed necessary per LACDMH stipulations.

4. Downey Unified School District will support students in following through with school-based counseling services, which includes allowing the student to attend counseling during classroom hours, as needed.
5. Downey Unified School District will support and encourage clinical interventions and therapeutic support to be integrated into the school site in order to accomplish and maximize mental health treatment goals.
6. Downey Unified School District will assist the school-based clinical team by facilitating intake appointments when necessary.
7. Downey Unified School District will make a strong commitment to support school-based counseling for the benefit of the student and the program.
8. Downey Unified School District will work collaboratively with CFGC in establishing and implementing procedures and protocols regarding child abuse reporting, confidentiality issues, suicide management and school site training.
9. Downey Unified School District will work collaboratively with CFGC in determining an effective method to disseminate information to all students and their families regarding school-based counseling services.

I. COMPLIANCE WITH LEGAL REQUIREMENTS:

CFGC and Downey Unified School District shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality. CFGC agrees to serve all clients without regard to color, creed, religion, ethnicity, sex, sexual orientation, nationality, and/or physical or mental disability. Further, CFGC specifically agrees to adhere to CA Code of Regulations, Title IX and LACDMH contractual requirements for service delivery.

II. CONFIDENTIALITY

Downey Unified School District shall, during the term of this Agreement and for a period of five (5) years thereafter, maintain the confidentiality of confidential information disclosed by CFGC ("Confidential Information") and to use such Confidential Information solely for the purpose expressly set forth herein. Confidential Information shall mean any and all information disclosed to Downey Unified School District concerning CFGC or specifically in connection with the services performed pursuant to this Agreement, including but not limited to proprietary information, materials, know-how, and other data, both technical and non-technical. Downey Unified School District shall have no obligation of confidentiality and non-use with respect to Confidential Information which:

- (a) Is or later becomes generally available to the public by use or publication or the like, through no act or omission of Downey Unified School District;
- (b) Is obtained by a third party who had the legal right to disclose Confidential Information to Downey Unified School District;

- (c) Is already in the possession evidenced by written documentation that Predates Downey Unified School District's receipt of Confidential Information; or
- (d) Is required by law, rule or regulation.

III. LIMITATION OF LIABILITY

To the maximum extent provided by law, in no event shall either party be responsible for any special, indirect, consequential, exemplary damages of any kind, including loss profits and/or indirect economic damages whatsoever, and regardless of whether such damage arise from claims based upon contract, negligence, tort or otherwise.

IV. INDEMNIFICATION AND INSURANCE

CFGF and Downey Unified School District shall mutually agree to defend, indemnify, and hold harmless its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage of the CFGF, its sub-service providers, or those of any of its officers, agents, or employees, whether such act is authorized by this agreement or not: and CFGF shall pay for any and all damage to the property of Downey Unified School District, or loss or theft of such property, done or caused by such persons. The Downey Unified School District assumes no responsibility whatsoever for any property placed on the premises. CFGF further agrees to waive all rights of subrogation against the Downey Unified School District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the Downey Unified School District or any of its agents or employees. To the fullest extent permitted by law, the Downey Unified School District, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of CFGF; and with respect to liability arising out of automobiles owner, leased, hired or borrowed by CFGF. The Downey Unified School District's insurance coverage shall be primary insurance as respects the Downey Unified School District, its officers, officials, employees, and volunteers.

V. OPERATIONAL AND PROCEDURAL DETAIL

Any and all operational and procedural detail that is mutually agreed to by CGFC and the Downey Unified School District, and deemed necessary to put in writing, may be attached to this MOU as Appendix A.

VI. COUNTERPARTS

This Agreement may be executed in identical counterparts; when taken together shall constitute the entire Agreement and shall have binding affect once all parties have executed one of the identical counterparts.

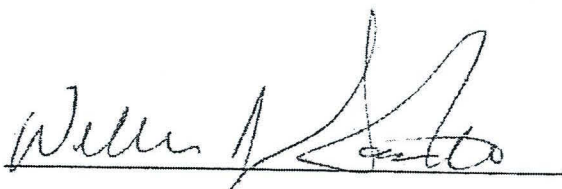
EFFECTIVE DATE OF AGREEMENT

This agreement shall become effective when signed by the following authorized persons. All notices or correspondence related to this agreement should be directed to:

CFGC

10929 South Street
Suite 208B
Cerritos, CA 90703

Tel: (562) 924-5526
Fax: (562) 924-1040



Executive Management Signature
(President/CEO, Exec. VP/COO, Sr. Vice President)

11/18/19

Date

Downey Unified School District

11627 Brookshire Ave.
Downey CA 90241

Tel: (562) 469-6500
Fax: (562) 469-6515

Christina Aragon
Associate Superintendent

Date

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CONVERT MODULAR LOCKER AND BAND ROOMS INTO
PERMANENT CLASSROOMS AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to reject all bids submitted against bid #19/20-03 for the remodeling of the portable locker and band rooms at Stauffer Middle School, which received Board authorization to advertise for bids at the meeting of December 10, 2019.

Five bidders responded by the 1:00 p.m. deadline on Monday, January 6, 2020. Although all bidders were responsive to the bid documents, the bids exceeded the project estimate of \$200,000.00.

Facilities staff will re-evaluate the project and consider other alternatives to complete the work to be performed.

SUPERINTENDENT'S RECOMMENDATION:

REJECT all bids received against Bid #19/20-03, Convert Modular Locker and Band Rooms into Classrooms at Stauffer Middle School.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CHANGE ORDER FOR REPAIRS TO RESTROOM AT DOTY MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #195257 to cover the cost of additional repair work to a restroom at Doty Middle School as requested by the Maintenance Department.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional work to repair a water line in the wall of the restroom.

The above change will increase the value of the Purchase Order from \$17,736.50 to \$20,623.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #195257 for repairs to a restroom at Doty Middle School at the request of the Maintenance Department with Harik Construction, Inc., Glendora, in the increased amount of \$2,886.50, to be charged to Deferred Maintenance Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #27 to Bid #16/17-11 for the modernization of Stauffer Middle School, which received Board approval to award on June 6, 2017.

The above change reflects a 4% increase to the contract due to changes and/or additions to the project, which includes the replacement of concrete at Buildings F-N and F-S, the addition of a sidewalk section between the Administration Office and the flagpole, the addition of compression posts at Building F, repairs to the main gas line, the addition of an asphalt fire lane near Building G and added asphalt areas behind Buildings B-S and C-S, the addition of a low voltage backbone, changes to the depth of bioretention planters at Building G, added compression posts at Building G, brick infill at abandoned HVAC openings, the addition of an exhaust fan in the principal's restroom, lath and plaster work on the back side of Buildings G and L, installation of a graphic on the east library wall, and a credit for the omission of tile in the Building F-N boys bathroom, which were not part of the original plans and specifications.

The increase associated with the above changes is \$754,518.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #27 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the amount of \$754,518.00, to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPLACEMENT OF KITCHEN EXHAUST HOOD AT LEWIS
ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #2 to Bid #18/19-14 for the replacement and installation of a kitchen exhaust hood at Lewis Elementary School, which received Board approval to award on April 9, 2018.

The above change reflects an 8% increase to the contract due to changes and/or additions to the project, which includes the cost of relocating a gas line to allow for duct work and the demolition and replacement of drywall which were not part of the original plans and specifications.

The increase associated with the above changes is \$15,095.77.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #2 to Bid #18/19-14, Replacement of Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the amount of \$15,095.77 to be charged to Deferred Maintenance Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse
SUBJECT: CONSTRUCTION OF NEW KINDERGARTEN PLAYGROUND AT
CARPENTER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #19/20-01 for the construction of a new kindergarten playground at Carpenter Elementary School, which received Board approval to award on September 9, 2019.

The above change reflects a 2% increase to the contract due to changes and/or additions to the project, which includes irrigation modifications which were not part of the original plans and specifications.

The increase associated with the above changes is \$6,398.80.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the amount of \$6,398.80 to be charged to Measure O Bond Funds.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REPLACEMENT OF KITCHEN EXHAUST HOOD AT LEWIS
ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #18/19-14 for the replacement and installation of a kitchen exhaust hood at Lewis Elementary School, which received authorization to award at the meeting of March 12, 2019.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #18/19-14, New Kitchen Exhaust Hood at Lewis Elementary School, with R Dependable Construction, Inc., San Bernardino, in the final amount of \$200,372.57, to be charged to the Food Services and Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CONSTRUCTION OF NEW KINDERGARTEN PLAYGROUND AT
CARPENTER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #19/20-01 for the construction of a new kindergarten playground at Carpenter Elementary School, which received authorization to award at the meeting of September 9, 2019.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #19/20-01, Construction of New Kindergarten Playground at Carpenter Elementary School, with Micon Construction, Inc., Placentia, in the final amount of \$326,328.80, to be charged to Measure O Bond Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: DESTRUCTION OF DISTRICT RECORDS

ACTION ITEM

Board of Education approval is requested to authorize the destruction of Class 1, 2, and 3 Disposable Records that have attained the required retention period per California Administrative Code, Title 5, Article 2, Sections 16020-16027.

The Purchasing Department will contact a service provider and solicit quotations for document shredding. Any company providing document shredding services will be bonded and insured and will provide a bona fide certificate of destruction upon completion of the destruction process.

Some of the records from the list may be recycled, since these records are not confidential in nature. The balance of the records will be destroyed with proof of destruction provided to the District. The document destruction coordinator will be Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant for the Records Area.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the destruction of Class 1, 2, and 3 Disposable District Records, and;

APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Certificated HR	Dec-17	2019	3	N		2014 Teacher/Admin Special Ed Interviews/Applications etc. Assistant Principal & Elementary Teachers	Feb-20	Shred Confidential
Certificated HR	Dec-17	2019	3	N		2014 Teacher/Admin Special Ed Interviews/Applications etc. English & PLTW	Feb-20	Shred Confidential
Certificated HR	Dec-17	2019	3	N		2014 Teacher/Admin Special Ed Interviews/Applications etc Psych's & Spanish	Feb-20	Shred Confidential
Certificated HR	Dec-17	2019	3	N		2014 Teacher/Admin Special Ed Interviews/Applications etc SLP's & VP's	Feb-20	Shred Confidential
Classified HR	Apr-17	2019	3	N		Written exams for Sr. Instructional Ass.-Behaviorally Challenged given in November 2016 & other written exams	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3579	2012-13 Payables, Fund 01.0 Blue Raven through Center for Autism	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3580	2012-13 Payables, Fund 01.0 & K through Black Art B	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3581	2012-13 Payables, Fund 01.0 Apple #2 through B & H Photo	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3582	2012-13 Payables, Fund 01.0 Miscellaneous A through Apple	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3583	2012-13 Payables, Fund 01.0 Education Products and Revolving Cash Feb-June 2013	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3584	2012-13 Fund 01.0 Revolving Cash Refunds, July through January	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3585	2012-13 Payables, Fund 01.0 Miscellaneous D - through Downey, Revolving Cash	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3586	2012-13 Payables, Fund 01.0 Center for Behavioral SC through Culver Newlin	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3587	2012-13 Payables, Fund 01.0 Miscellaneous L through Miscellaneous M	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3588	2012-13 Payables, Fund 01.0 Hometown Hardware through KSI (Knorr)	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3589	2012-13 Payables, Fund 01.0 Golden West through Home Depot	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3590	2012-13 Payables, Fund 01.0 Educational Data through George's Tree	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3591	2012-13 Payables, Fund 01.0 Miscellaneous R through Miscellaneous S	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3592	2012-13 Payables, Fund 01.0 Miscellaneous P through Quill	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Aug-14	Jul-18	3	N	3593	2012-13 Payables, Fund 01.0 Nasco through Otter	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3594	2012-13 Payables, Fund 01.0 M. Hara through NAPA	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3595	2012-13 Payables, Fund 01.0 Miscellaneous U through Verizon CA	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3596	2012-13 Payables, Fund 01.0 Tech Depot through Turf Star	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3597	2012-13 Payables, Fund 01.0 Southwest through Target Spec.	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3598	2012-13 Payables, Fund 01.0 S & R Sprts through SCE	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-15	3	N	3599	2002-2007 1099's	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3600	2012-13 Payables, Fund 01.0 Waxie through Young Electric	Feb-20	Shred Confidential
Financial Services	Aug-14	Jul-18	3	N	3601	2012-13 Payables, Fund 01.0 Verizon CA through Water Chemists	Feb-20	Shred Confidential
Financial Services	Oct-14	Jul-18	3	N	3640	2012-13 General Ledger Transaction Documents	Feb-20	Shred Confidential
Financial Services	Oct-14	Jul-18	3	N	3641	2012-13 General Ledger Transaction Documents	Feb-20	Shred Confidential
Financial Services	Oct-14	Jul-19	3	N	3675	2013-14 General Ledger Transaction Documents & Journal Entries	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3676	2013-14 Accounts Payable, Fund 01.0 Blick Art through Cerritos Ford	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3677	2013-14 Accounts Payable, Fund 01.0 B & K Electric through Blauvelt Signs	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3678	2013-14 Accounts Payable, Fund 01.0 AON Consulting through B & H Photo	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3693	2013-14 Accounts Payable, Fund 01.0 Cancelled Warrants - A Miscellaneous through Antimite Pest Control	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3694	2013-14 Accounts Payable, Fund 01.0 DUSD Revolving Cash 4/1/14 - 6/30/14	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3695	2013-14 Accounts Payable, Fund 01.0 DUSD Revolving Cash 7/1/13 - 3/31/14	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3696	2013-14 Accounts Payable, Fund 01.0 D Miscellaneous through Downey Patriot	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-15	Jul-19	3	N	3697	2013-14 Accounts Payable, Fund 01.0 Charles Thomas Petroleum through Curriculum Associates	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3698	2013-14 Accounts Payable, Fund 01.0 H Miscellaneous through Internal Revenue Service	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3699	2013-14 Accounts Payable, Fund 01.0 J Miscellaneous through Keldon Paper	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3700	2013-14 Accounts Payable, Fund 01.0 G Miscellaneous through Gunther's Athletic	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3701	2013-14 Accounts Payable, Fund 01.0 E Miscellaneous through Fry's Electronics	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3702	2013-14 Accounts Payable, Fund 01.0 Office Depot #2 through Pearson #4	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3703	2013-14 Accounts Payable, Fund 01.0 N Miscellaneous through Office Depot #3	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3704	2013-14 Accounts Payable, Fund 01.0 M Miscellaneous through McMaster Carr	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3705	2013-14 Accounts Payable, Fund 01.0 Kelvin, L.P. through Lynn's Air Conditioning	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3706	2013-14 Accounts Payable, Fund 01.0 Smog Pumps Unlimited through State of California	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3707	2013-14 Accounts Payable, Fund 01.0 S Miscellaneous through Smith & Paint Supply	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3708	2013-14 Accounts Payable, Fund 01.0 Q Miscellaneous through Ryan Communications Co.	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3709	2013-14 Accounts Payable, Fund 01.0 Pearson #3 through Prudential Overall	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3710	2013-14 Accounts Payable, Fund 01.0 Visa through Witt Company	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3711	2013-14 Accounts Payable, Fund 01.0 Verizon CA #3 through VIP Car Wash	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3712	2013-14 Accounts Payable, Fund 01.0 Theatretworks USA through Verizon CA #4	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3713	2013-14 Accounts Payable, Fund 01.0 Stater Brothers through Textbook Warehouse	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3714	2013-14 Accounts Payable, Fund 01.0 Miscellaneous X-Y-Z through YESCO	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3715	2013-14 ASB/Imprest Bank Reconciliations - Doty, Griffiths, Sussman, West, Downey, Warren, Adult School & Columbus	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Jul-15	Jul-19	3	N	3728	2013-14 Accounts Payable, Fund 11.0 Miscellaneous P - Xerox	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3729	2013-14 Accounts Payable, Fund 11.0 Miscellaneous A - Office Depot	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3730	2013-14 Accounts Payable, Fund 01.0 Consultants & Fund 14.0 A-Z	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3731	2013-14 Accounts Payable, Fund 01.0 Conferences and Tutoring	Feb-20	Shred Confidential
Financial Services	Jul-15	Jul-19	3	N	3732	2011-12 Accounts Payable Accruals: 2012-13 AP Accruals, Non Public Schools, Master Contracts, ISA's & Purchase Orders	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3760	2013-14 Accounts Payable, Fund 13.0 Leabo #3 through Pierre Foods	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3761	2013-14 Accounts Payables, Fund 13.0 Q Miscellaneous through Xerox	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3762	2012-13 Fund 13.0 Food Services Downey FCU Bank Reconciliations	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3770	2013-14 Accounts Receivables: Paid Invoices	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3771	2013-14 Certificated Sub Clearing: 05/26/14 - 06/30/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3772	2013-14 Certificated Sub Clearing: 02/26/14 - 04/25/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3773	2013-14 Certificated Sub Clearing: 11/26/13 - 2/25/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3774	2013-14 Certificated Sub Clearing: July 2013-November 25, 2013	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3775	2013-14 Accounts Payable, Fund 13.0 Gold Star Foods #6 - Leabo #2	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3776	2013-14 Accounts Payable, Fund 13.0 Miscellaneous E - Gold Star Foods #5	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3777	2013-14 Accounts Payable, Fund 13.0 Clearbook #3 - Dr. Pepper/Starbucks Group	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3778	2013-14 Accounts Payable, Fund 13.0 Miscellaneous A - Clearbrook #2	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3779	2013-14 Receipts. Transportation Charges and Deposits May-June 2014	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3780	2013-14 Certificated In-House Sub Clearing	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3781	2013-14 Communication Center Charges July 2013 - February 2014	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Financial Services	Dec-15	Jul-19	3	N	3782	2013-14; Communication Center Charges, March - June 2014; Deposit Permits 08/06/13-06/30/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3783	2013-14 Payroll Processing Reports PAYR035 & PAYR121; 128-05/12/147 & E4B-08/08/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3784	2013-14 Payroll Processing Reports PAYR035 & PAYR 121; C1H-03/03/14 & E4T-05/09/14	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3785	20136-14 Deposits, July 2013 - April 2014	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3786	2013-14 Rebate & Commission Checks; Money bag & Change Log Sheets; Sectran Receipts (2012-13 & 2013-14); and Cafeteria Acct Bank Recs, July 2013-June 2014	Feb-20	Shred Confidential
Financial Services	Dec-15	Jul-19	3	N	3787	2014-14 Contribution Listings, Balancing & General Ledger Entries	Feb-20	Shred Confidential
Instructional Support	Jul-14	2019	3	N		Yellow enrollment forms for EL Students for 2012-13 School Year	Feb-20	Shred Confidential
Instructional Support	Dec-14	Jul-19	3	N		2012-13 School Plans, ELAC Info, School Site Council Info, 2013-14 ELAC Info, School Site Council Info	Feb-20	Shred Confidential
132 Purchasing	Jan-06	2011	3	N		Bid 99/00-07 Roof repairs Replacement & Asbestos Abatement of Roofing Materials - Bid #00/01-05 Carpet & Tile Flooring - Bid #01/02-12 Electrical Supplies - Bid #04/05-10 Purchase & Installation of New Freezer @ Sussman - Bid #04/05-16 Purchase & Installation of New Freezer @ Lewis - Bid # 05/06-04 Demolition & Site Clearing of Portable Building @Downey HS (SELACO)	Feb-20	Shred Confidential
Purchasing			3	N		Modernization Projects: Bid #00/01-01 East Middle School - Bid #00/01-02 Rio Hondo ES - Bid #00/01-03 Rio San Gabriel ES (Construction Management Project)	Feb-20	Shred Confidential
Purchasing	Sep-03	2013	3	N		Purchase & Installation of Phone System Bid #01/02-16	Feb-20	Shred Confidential
Purchasing	Jan-08		3	N		Warren High School New Classroom Building & Modernization (Multi-Prime Project) Bid #05/06-08	Feb-20	Shred Confidential
Purchasing	Sep-03	2013	3	N		Bid #01/02-16 Purchase & Installation of District-Wide Telephone System	Feb-20	Shred Confidential
Special Education	Jul-05	2010	1	Y		Special Education Closed Student Records Birthdate 1987 A - B	Feb-20	Shred Confidential
Special Education	Jul-05	2010	1	Y		Special Education Closed Student Records Birthdate 1987 C	Feb-20	Shred Confidential
Special Education	Jul-05	2010	1	Y		Special Education Closed Student Records Birthdate 1987 He - L	Feb-20	Shred Confidential
Special Education	Jul-05	2010	1	Y		Special Education Closed Student Records Birthdate 1987 G - Ha	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Alvarez - Djokovic	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Aguirre - Angulo	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Anderson - Azor	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Baesman - Blinzler	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Dailey - Encalade	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Enriquez - Filzsimmons	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Herrera - Jurell	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Kaddis - Long	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Lopez - Lyons	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Mansell - Martinez	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Mason - Morgan	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 McCarthy - Majors	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Pchoa - Penland	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Perido - Pulido	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Quintana - Rivas	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Rivera - Rodas	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Rodriguez - Santiago	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Santos - Smith	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Snook - Taylor	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Thomas - Valenzuela	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Valdez - Villalobos, E.	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Villalobos, Jose - Z	Feb-20	Shred Confidential
Special Education	Jun-06	2011	1	Y		Special Education Closed Student Records Birthdate 1988 Partida - Wood (overlap of 1988)	Feb-20	Shred Confidential
Special Education	Aug-07	2012	1	Y		Special Education Closed Student Records Birthdate 1989 A - Allison	Feb-20	Shred Confidential
Special Education	Jul-07	2012	1	Y		Special Education Closed Student Records Birthdate 1989 Perez, Joseph - Race	Feb-20	Shred Confidential
Special Education	Jul-07	2012	1	Y		Special Education Closed Student Records Birthdate 1989 Rodriguez, M. - Sanchez, B.	Feb-20	Shred Confidential
Special Education	Jul-07	2012	1	Y		Special Education Closed Student Records Birthdate 1989 Sanchez, C. - Stanley	Feb-20	Shred Confidential
Special Education	Dec-08	2013	1	Y		Special Education Closed Student Records Birthdate 1990 Mixed Box	Feb-20	Shred Confidential
Special Education	Jul-12	2017	1	Y		Special Education Closed Student Records Birthdate 1994 DeArmand - Donoza	Feb-20	Shred Confidential
Special Education	Jul-14	2019	1	Y		Special Education Closed Student Records Birthdate 1996 Acosta, Precious - Robin, Ejiaqwa	Feb-20	Shred Confidential
Special Education	Jul-08	2013	1	Y		Special Education Closed Student Records Birthdate 1990 Mixed Box	Feb-20	Shred Confidential
Special Education	Jul-13	2018	1	Y		Special Education Closed Student Records Birthdate 1991 - 1995	Feb-20	Shred Confidential
Special Education	Jul-13	2018	1	Y		Special Education Closed Student Records Birthdate 1992 - 1995	Feb-20	Shred Confidential
Special Education	Jul-13	2018	1	Y		Special Education Closed Student Records Birthdate 1995 A - D (overflow)	Feb-20	Shred Confidential
Special Education	Jul-13	2018	1	Y		Special Education Closed Student Records Birthdate 1995 Galaz, Jenny - Kim, Matthew	Feb-20	Shred Confidential
Special Education	Jul-13	2018	1	Y		Special Education Closed Student Records Birthdate 1995 Overflow	Feb-20	Shred Confidential
Special Education	Oct-13	2017	3	N		LEA Audit Files for Fiscal Year 2011-12	Feb-20	Shred Confidential
Special Education	Nov-19	Nov-18	3	N		Home Instruction 2010-2011	Feb-20	Shred Confidential
Student Services	Sep-16	2018	3	N		Student Records / Home Visits	Feb-20	Shred Confidential
Student Services	Aug-10	Jul-19	3	N		2007-08Expulsion Records 129 -154 & Expulsion Correspondence & 0708 AOD Agreements	Feb-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy-Date	Destroyed by:
Student Services	Jun-17	Jun-19	3	N		2015-16 Subpoenas & 2016-17 Record Request	Feb-20	Shred Confidential
Student Services	Jul-16	2019	3	N		2014-15 Guardianship / Special Circumstance / RTLC	Feb-20	Shred Confidential

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse
SUBJECT: DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT PROPERTY

ACTION ITEM

Board of Education authorization is requested to approve the declaration and sale of obsolete District property that is no longer needed for school and/or District purposes.

The authority to sell obsolete District property is governed by Education Code Sections 17545 and 17546, which outlines the terms and conditions by which obsolete District personal property may be sold and/or disposed.

The items to be declared obsolete and sold and/or disposed of are obsolete technology items, outdated school and office furniture items, and old high school marching band hats. These items are outdated and are of no further use to the district. All items will be consigned to an auction company for sale to the highest bidder, or to a local recycler for proper recycling, and/or disposed of in accordance with the Education Code. Items with a declared value of less than \$2,500.00 may be sold separately or disposed of properly.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
2	Metal Cabinets				Broken unable to repair
1	File Cabinet				Broken unable to repair
2	Rolling Carts				Broken unable to repair
1	Display Board				Broken unable to repair
26	Student Desks				Broken unable to repair
14	Double Desk				Broken unable to repair
25	Chairs				Broken unable to repair
36	Maroon Heavy Student Chairs				Broken unable to repair
1	Teacher Desk				Broken unable to repair
1	White Board				Broken unable to repair
1	Beige Storage Cabinet				Broken unable to repair
2	White tables				Broken unable to repair
1	green table				Broken unable to repair
1	Cart on wheels				Broken unable to repair
177	Marching Band Hats				Oboslete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Silver Mac Desktop			30215	Broken unable to repair
1	Apple Silver Mac Desktop			30209	Broken unable to repair
1	Apple Silver Mac Desktop			30207	Broken unable to repair
1	Apple Silver Mac Desktop			30210	Broken unable to repair
1	Apple Silver Mac Desktop			30203	Broken unable to repair
1	Apple Silver Mac Desktop			30190	Broken unable to repair
1	Apple Silver Mac Desktop			30183	Broken unable to repair
1	Apple Silver Mac Desktop			30194	Broken unable to repair
1	Apple Silver Mac Desktop			30195	Broken unable to repair
1	Apple Silver Mac Desktop			30212	Broken unable to repair
1	Apple Silver Mac Desktop			30197	Broken unable to repair
1	Apple Silver Mac Desktop			30186	Broken unable to repair
1	Apple Silver Mac Desktop			30187	Broken unable to repair
1	Apple Silver Mac Desktop			30198	Broken unable to repair
1	Apple Silver Mac Desktop			30204	Broken unable to repair
1	Apple Silver Mac Desktop			30199	Broken unable to repair
1	Apple Silver Mac Desktop			30206	Broken unable to repair
1	Apple Silver Mac Desktop			30189	Broken unable to repair
1	Apple Silver Mac Desktop			30196	Broken unable to repair
1	Apple Silver Mac Desktop			30185	Broken unable to repair
1	Apple Silver Mac Desktop			30208	Broken unable to repair
1	Apple Silver Mac Desktop			30192	Broken unable to repair
1	Apple Silver Mac Desktop			30211	Broken unable to repair
1	Apple Silver Mac Desktop			30213	Broken unable to repair
1	Apple Silver Mac Desktop			30202	Broken unable to repair
1	Apple Silver Mac Desktop			30214	Broken unable to repair
1	Panasonic VCR	PV-V4611	%H11A74375		Broken unable to repair
1	Panasonic TV	CT-27D141E	MD12700078		Broken unable to repair
1	Infocus LCD Projector	IN126A	BNDB51400311	44516	Broken unable to repair
					Obsolete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Infocus LCD Projector	IN126A	1SBNCT40100023	964459	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB51200614	44626	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB43200158	39662	Obsolete Item
1	Infocus LCD Projector	IN26+	AVFC72102649	28314	Obsolete Item
1	Infocus LCD Projector	IN126A	bndb51400285	44564	Obsolete Item
1	Infocus LCD Projector	IN126A	bndn44800380	41476	Obsolete Item
1	Aver Document Cam	AVER300AF+	5137610110p	32068	Obsolete Item
1	Aver Document Cam	AVER300AF+	6222509040p	29737	Obsolete Item
1	Aver Document Cam	AVER300AF+	6227709040p	29912	Obsolete Item
1	Aver Document Cam	AVER300AF+	6206211070p	32767	Obsolete Item
1	Aver Document Cam	AVER300AF+	5493412080p	963483	Obsolete Item
1	Infocus LCD Projector	IN2128HD	BPKK52300183	42941	Obsolete Item
1	Infocus LCD Projector	IN2128HD	BPKK52300406	42916	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB44800568	41450	Obsolete Item
1	Infocus LCD Projector	IN126A	1SBNCT40100016	52919	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB45100169	42166	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB44800187	41466	Obsolete Item
1	Infocus LCD Projector	IN126A	BNDB44800559	41478	Obsolete Item
1	Aver Document Cam	F17	5.31E+12	39654	Obsolete Item
1	Apple Mac Desktop			30705	Broken unable to repair
1	Apple Silver Mac Desktop			30188	Broken unable to repair
1	Apple Silver Mac Desktop			30217	Broken unable to repair
1	Apple Silver Mac Desktop			30191	Broken unable to repair
1	Apple Silver Mac Desktop			30184	Broken unable to repair
1	Apple Silver Mac Desktop			30193	Broken unable to repair
1	Bretford iPad Cart			55194	Obsolete Item
1	Bretford iPad Cart			55192	Obsolete Item
1	Bretford iPad Cart			55195	Obsolete Item
1	Bretford iPad Cart			55193	Obsolete Item
1	Bretford iPad Cart			42506	Obsolete Item
1	Bretford iPad Cart			39981	Obsolete Item
1	Bretford iPad Cart			38528	Obsolete Item
1	Panasonic 3E Laptop			40327	Obsolete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Silver Mac Desktop			30201	Obsolete Item
1	Apple Silver Mac Desktop			30184	Obsolete Item
1	Apple Silver Mac Desktop			30191	Obsolete Item
1	Apple Silver Mac Desktop			30193	Obsolete Item
1	Panasonic 3E Laptop			40316	Obsolete Item
1	Panasonic 3E Laptop			40573	Obsolete Item
1	Panasonic 3E Laptop			40419	Obsolete Item
1	Panasonic 3E Laptop			40703	Obsolete Item
1	Panasonic 3E Laptop			40328	Obsolete Item
1	Panasonic 3E Laptop			40300	Obsolete Item
1	Panasonic 3E Laptop			40329	Obsolete Item
1	Panasonic 3E Laptop			40674	Obsolete Item
1	Panasonic 3E Laptop			40569	Obsolete Item
1	Panasonic 3E Laptop			40288	Obsolete Item
1	Panasonic 3E Laptop			40269	Obsolete Item
1	Panasonic 3E Laptop			40420	Obsolete Item
1	Panasonic 3E Laptop			40634	Obsolete Item
1	Panasonic 3E Laptop			40331	Obsolete Item
1	Panasonic 3E Laptop			40298	Obsolete Item
1	Panasonic 3E Laptop			40424	Obsolete Item
1	Panasonic 3E Laptop			40972	Obsolete Item
1	Panasonic 3E Laptop			40297	Obsolete Item
1	Panasonic 3E Laptop			40417	Obsolete Item
1	Panasonic 3E Laptop			40287	Obsolete Item
1	Panasonic 3E Laptop			40421	Obsolete Item
1	Panasonic 3E Laptop			40786	Obsolete Item
1	Panasonic 3E Laptop			40633	Obsolete Item
1	Panasonic 3E Laptop			40418	Obsolete Item
1	Panasonic 3E Laptop			40635	Obsolete Item
1	Panasonic 3E Laptop			40971	Obsolete Item
1	Panasonic 3E Laptop			40648	Obsolete Item
1	Panasonic 3E Laptop			40416	Obsolete Item
1	Panasonic 3E Laptop			40299	Obsolete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Panasonic 3E Laptop			40296	Obsolete Item
1	Panasonic 3E Laptop			40284	Obsolete Item
1	Panasonic 3E Laptop			40319	Obsolete Item
1	Panasonic 3E Laptop			40567	Obsolete Item
1	Panasonic 3E Laptop			40330	Obsolete Item
1	Panasonic 3E Laptop			40645	Obsolete Item
1	Sony TV			90241-11	Obsolete Item
1	Sanyo TV	AVM2502		2526	Obsolete Item
1	Panasonic TV	CT-27G34A		14805	Obsolete Item
1	Panasonic TV	CT-27G34A		14804	Obsolete Item
1	HP Compaq desktop	600PRO		968649	Broken unable to repair
1	Apple iMac Desktop			21015	Broken unable to repair
1	Apple iMac Desktop			32020	Broken unable to repair
1	Apple iMac Desktop			32018	Broken unable to repair
1	Apple iMac Desktop			30544	Broken unable to repair
1	Apple iMac Desktop			32029	Broken unable to repair
1	Apple iMac Desktop			32022	Broken unable to repair
1	Apple iMac Desktop			32017	Broken unable to repair
1	Apple iMac Desktop			32021	Broken unable to repair
1	Apple Mac Laptop			30582	Broken unable to repair
1	Bretford iPad Cart			38224	Obsolete Item

I. CERTIFICATED

A. Employments

Employee	Assignment	Salary Rate	Service Begins
Melgar, Jonathan	Teacher Warren Temporary	\$83,036	1/06/20- 6/01/20
Soto-Castillo, Karlo	Teacher Warren Temporary	\$58,678	10/24/19- 6/01/20

B. Employments (Temporary)

ADDITIONAL IEP HELP – District, 2019-20 School Year

Donahue, Regina	\$638.10 Per Diem
Taylor, Denise	\$634.47 Per Diem

ADDITIONAL HOURS – Doty, \$37.30 Per Hour, 2019-20 School Year

Arosteguy, Victoria

ADMINISTRATOR EXTRA DUTY – District, \$810.80 Per Diem, 2019-20 School Year

Hanstad, Stanley

ADMIN SATURDAY SCHOOL DUTIES – Stauffer, \$50.00 Per Hour, 2019-20 School Year

Del Rio, Brandon	
Greer, Josie	
Hayes, AndaJo	
Koenig, Todd	\$37.30 Per Hour

AFTER SCHOOL COMMITTEE MEETING – District, \$37.30 Per Hour, 2019-20 School Year

Brabb, Monica
Buchanan, Patricia
Cabrales, Elizabeth

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AFTER SCHOOL COMMITTEE MEETING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Coronel, Evelyn
De Goeas, Elizabeth
Dekker, Jenise
Garcia, Valeria
Hertzmann, Aubrey
Huh, Julia
Melara, Rafael
Penate, Raquel
Riancho Del Bueno, Magali
Russell, Lee Ann
Russell Hernandez, Nicole
Shull, Carla
Silva, Amy
Ulaner, Max
Weiland, Tayler
Worthy, Lindsey

AFTER SCHOOL PD & PREP – District, \$37.30 Per Hour, 2019-20 School Year

Toledo, Jennifer

ASL EVENING CLASSES – District, \$37.30 Per, Hour, 2019-20 School Year

Flores, Celeste
St. Clair, Brian

CTE FIELDTRIP – Columbus, \$50.60 Per Hour, 2019-20 School Year

Benedic, Angelica

DEPARTMENT EL PAPERWORK – District, \$37.30 Per Hour, 2019-20 School Year

Kim, Carrie

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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EL PAPERWORK – District, \$37.30 Per Hour, 2019-20 School Year

Guerrero, Annabel

EXTRA DUTY – 2019-20 School Year

Griffiths

Houts, Jacob	Boys Baseball	\$ 721.50 Per Year
Plant, Edward	Girls Softball	\$ 721.50 Per Year
Romero, Gabriel	Boys Baseball	\$ 721.50 Per Year
Quimby, Jason	Girls Softball	\$ 721.50 Per Year

Sussman

Bisorca, Emanuel	Boys Volleyball 8 th	\$1,443.00 Per Year
Regan, Jennifer	Girls Soccer JV	\$1,443.00 Per Year

Downey

Enriquez, Eric	Girls Cross Country Assistant Coach – ASB	\$ 520.00 Per Year
Fitzgerald, Paige	Cheer Assistant Coach – ASB	\$1,500.00 Per Year

Warren

Benedic, Angelica	ASB Extra Duties	\$ 75.00 Per Day
Cendejas, Alberto	ASB Extra Duties	\$ 75.00 Per Day
Katusha, James	ASB Extra Duties	\$ 75.00 Per Day
Salazar, Jairo	ASB Extra Duties	\$ 75.00 Per Day
Simpson, Matthew	ASB Extra Duties	\$ 75.00 Per Day

GLAD PROGRAM PAPERWORK – District, \$150.00 Per Day or \$37.30 Per Hour, 2019-20 School Year

Kim, Carrie

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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HOME INSTRUCTION – District, \$37.30 Per Hour, 2019-20 School Year

Tendler, Joey

IEP ADMIN DESIGNEE – \$58.23 Per Hour, 2019-20 School Year

Gauldin

Bomgaars, Jenalee

Curcio, Heather

Garrido, Stephanie

Girardin, Kathleen

Starnes, Riley

Verstegen, Kathleen

Worthy, Lindsey

Rio Hondo

Hocking, Allegra

IEP COVERAGE – District, \$37.30 Per Hour, 2019-20 School Year

Arosteguy, Victoria

Eagen, Melanie

Moore, Catherine

INDEPENDENT STUDY TEACHER – District, \$37.30 Per Hour, 2019-20 School Year

Castanon, Suzanne

Curcio, Heather

De Goeas, Elizabeth

Gutierrez, Angela

Miller-Willey, Amber

Mucho, Wendy

Persico, Kelly

Peterson, Darren

Peterson, Wanda

Weed, Jennifer

Wilson, Angelika

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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INTERVENTIONIST – \$150.00 Per Day, 2019-20 School Year

Gauldin
Santillan, Aleeza

Old River
Trejo, Katherine

Griffiths
Hill, Barbara

Stauffer
Mussari, Mark

MASTER TEACHER – 2019-20 School Year

Curcio, Heather	National University	\$300.00	2017-18 School Year
Lee, Junghee	National University	\$300.00	2017-18 School Year
Martinez, Patricia	National University	\$300.00	
Serrato, Susana	Grand Canyon University	\$500.00	
Verstegen, Kathleen	National University	\$300.00	

NEW TEACHER MID-YEAR TRAINING – District, \$37.30 Per Hour, 2019-20 School Year

Acosta Munoz, Luz Jacqueline
Aguilar, III, Felipe
Ardis, Madera
Barajas, Jr., Efren
Brand, Helen
Brewer, Uvonne
Curiel, Hilda
Davis, Joshua
Duarte, Evelyn
Ferrer, David

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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NEW TEACHER MID-YEAR TRAINING – District, \$37.30 Per Hour, 2019-20 School Year (cont.)

Gallagher, Sophie
Han, Esther
Huang, Yeyuan
Karout, Sarah
Kim, Kerlan
Kinney, Courtney
Lara, Edward
Lee, Branwyn
Maldonado, Julia
McGregory, Michael
Moreno, Miguel
Nelson, Jared
Ordonez, Valeria
Orozco, Donna
Pearson, Kevin
Perea, Joan
Roberson, Joshua
Salazar, Jr., Larry
St. Clair, Brian
Teh, Poh
Zarate, Osvaldo

OVER NEGOTIATED LIMIT – \$165 Per Student Per Month, 2019-20 School Year

Gauldin

Blocker, Allison
Martinez, Patricia
Torres, Bethany

Lewis

Chagolla, Amanda SDC

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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OVER NEGOTIATED LIMIT – \$165 Per Student Per Month, 2019-20 School Year (cont.)

Price

Gonzales, Stefan	SDC
Grant, Lindsay	Basic Skills
Keele, Shelley	Basic Skills
Mazzochi, Irene	Basic Skills

Rio San Gabriel

Jensen, Danika	SBC Autism
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Unsworth

Lake, Erin

PARENT MEETINGS – Doty, \$37.30 Per Hour, 2019-20 School Year

Barrera, Jennifer

Curiel, Hilda

Dyer, Thomas

PLC/GRADE LEVEL LEAD – Downey, \$1,638.00 Per Year, 2019-20 School Year

Carbajal-Guzman, Maribel	VPA	50%
Cubas, Maria	LOTE	
Guerrero, Raul	VPA	50%
Mercure-Fitzl, Richelle	LOTE	
Salvato, Melissa	LOTE	
Sanchez, Claudia	LOTE	

ROBOTICS CLUB – \$37.30 Per Hour, 2019-20 School Year

Carpenter

Barrera, Shirley

Rio Hondo

Paredes, Alondra

Ulaner, Max

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ROBOTICS CLUB – \$37.30 Per Hour, 2019-20 School Year (cont.)

Unsworth

Tanaka, David

RSP CASELOAD OVERAGE – District, \$165.00 Per Student Per Month, 2019-20 School Year

Menendez, Cindy

Mires, Marvin

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour, 2019-20 School Year

Gallatin

Brabb, Monica

Cox, Sandi

Flores, James

Musgray, Rajshree

Rowe, Sara

Gauldin

Bauer, Lilliana

Bomgaars, Jenalee

Curcio, Heather

De Mello, Lydia

Flores-Stendahl, Carmina

Lee, Denise

Mitchener, Lisa

Lewis

Carter, Nicolle

Monge, Vanessa

Neill, Tyler

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour, 2019-20 School Year (cont.)

Rio Hondo

Ashton, Melissa
Garces, Jeannette
Melara, Rafael
Romero, Yvette

Rio San Gabriel

Dees, Natalie
Munoz, Janet

Stauffer

Dodge, Jordan
Holmes, William
Munoz, Regina
Villanueva, Jean

Sussman

Sun, Charlene

Columbus

Simpson, Matthew

Warren

Cabrales, Adan
Catalan, Daniel
Cox, Charlee
Gutierrez, Ruben
Medina, Ryan
Mercado, David
Miranda, Daniel
Mojarro, Jenny
Rodriguez, Eduardo
Salazar, Luis
Schiavo, Mark
Singh, Daniel
Soto-Castillo, Karlo

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour,
2019-20 School Year (cont.)

Warren (cont.)
Stevenson, Jody
Valladares, Jaime

SATURDAY SCHOOL DETENTION – Doty, \$37.30 Per Hour, 2019-20 School Year

Candelas, Nicolas
Szechy, Daniel

SPECIAL EDUCATION ACADEMY – District, \$37.30 Per Hour, 2019-20 School Year

Andrew, Charlotte
Barajas, Jr., Efren
Curiel, Hilda
Gonzalez, Gabriel
Gonzalez, Sureya
Tufnell, Tracy
Washington, Kimberly
Woodhouse, Adorliz

STUDENT COUNCIL ADVISOR – Gallatin, \$1,365.00 Per Year, 2019-20 School Year

Rodriguez, Sonia	50%
Ruse, Charlotte	50%

SUBSTITUTE TEACHER – District, \$150.00 Per Day, 2019-20 School Year

Agredano, Jorge
Alvarez, Wendy
Arreola, Sandy
Breitschwerdt, Megan
Brown, Stephanie
Flores, Gerardo
Ford, Stacey

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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SUBSTITUTE TEACHER – District, \$150.00 Per Day, 2019-20 School Year (cont.)

Guerrero, Karla
Jones, Deja
Lopez, Samanta
Marine, Shannon
Matute, Justin
McFaddin, Ryan
McFadyen, Chelsea
Naranjo, Adriana
Naranjo, Jaime
Navarro, Javier
Olson, Karla
Ortega, Veronica
Parra, Sebastean
Ramirez, Crystal
Ramirez, Eduardo
Rhodes, Stacey
Rivera, Eddie
Romero-Rodriguez, Lizzette
Silva, Chantal
Trejo, James
Villasenor, Elvia
Wheeler, Destiny

SUPERVISION – Warren, \$32.90 Per Hour, 2019-20 School Year

Austin, Terrence
Gutierrez, Ruben
Rodriguez, Eduardo
Singh, Daniel

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SUPPORTING PERSONALIZED LEARNING – Downey, \$37.30 Per Hour, 2019-20
School Year

Appel, Vincent
Armendariz, Cesar
Bean, Jason
Carbajal-Guzman, Maribel
Castile, Christopher
Joest, Julie
Lostetter, Matthew
Nastase, Lauren
Navarro, Ricardo
Nelson, Garr
Nevarez, Robert
Nikaj, Darrelle
Puente, Yvette
Ramirez, Andrea
Ulloa, Hilda
Voulgaris, Carrie
Williams, Karen

TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per
Memorandum of Understanding between DEA and DUSD, 1/06/20-5/29/20

Columbus

Marshall, Scott Spanish

DHH

Ardis, Madera DHH

Warren

Adame, Cindy Spanish III

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>TECHNOLOGY TEACHER LEADER</u> – Downey, \$2,557.00 Per Year, 2019-20 School Year			
Kraus, David			12/01/19-
Manzanares, Marvin			6/01/20
Nastase, Lauren			12/01/19-
Ortiz, Martha			6/01/20
<u>TRANSLATING IEPS</u> – Gauldin, \$37.30 Per Hour, 2019-20 School Year			
Gomez, Julio			
<u>TUTORING</u> – \$37.30 Per Hour, 2019-20 School Year			
<u>Alameda</u>			
Garcia, Minerva			
Hilton, Janet			
Parra, Marcela			
<u>Gauldin</u>			
De Mello, Lydia			
Wilson, Nichelle			
Ylauan, Gregory			
<u>Rio San Gabriel</u>			
Huh, Julia			
Kang, Diana			

I. CERTIFICATED

C. Leave of Absence

Employee	From	To	Effective
Davilas, Chrysanthi	Teacher Stauffer \$96,611	AB375 – Child Bonding	2/03/20- 4/29/20
Farina, Bianca	Teacher – SDC Warren \$93,902	AB375 – Child Bonding	12/16/19- 1/10/20
Lee, Lindsay	SLP Special Education \$89,561	AB375 – Child Bonding	1/13/20- 4/03/20
Nam, Jose	Teacher Warren \$103,799	AB375 – Child Bonding	1/07/20- 3/27/20
Suarez, Monica	Teacher – Early Int. Alameda \$84,757	AB375 – Child Bonding	1/06/20- 1/24/20
Suarez, Monica	Teacher – Early Int. Alameda \$84,757	AB375 – Child Bonding	3/04/20- 3/25/20

D. Reassignments

Employee	From	To	Effective
CORRECTED ACTION			
Farina, Bianca	AB375 – Child Bonding	Teacher – SDC Warren \$93,902	1/13/20
Martinez, Lourdes	Psychologist Special Education \$115,628 80%	Psychologist Special Education \$115,628 100%	1/06/20- 3/31/20

I. CERTIFICATED

D. Reassignments (cont.)

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Petersen, Robert	Teacher Warren 80%/Stauffer 20% \$114,555	Teacher Warren 100% \$114,555	8/01/19
Suarez, Monica	AB375 – Child Bonding	Teacher – Early Int. 1/27/20 Alameda \$84,757	

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Regueiro, Lourdes	Teacher Rio Hondo \$109,253	8/02/20	AR4145 – Early Retirement
Starnes, Edwina	Teacher – SDC Downey \$120,560	3/02/20	AR4145 – Early Retirement
Weeks, Guy	Teacher Warren \$111,922	6/02/20	AR4145 – Early Retirement

II. CLASSIFIED

A. Employments (Regular)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Aguilar, Christopher (Rpl. D. Gonzalez)	Sr. Instruct. Asst.-BC Ward	\$3,985.00 mo. (81.25%)	01/06/20
Briones Urrea, Jennifer (Rpl. T. Jackson)	Sr. Instruct. Asst.-BC Alameda	\$3,273.00 mo. (75%)	01/06/20
Carreon, Esau (Rpl. J. Lozano)	Custodian Operations	\$3,423.00 mo. (100%)	12/31/19
Casas, Susana (Rpl. C. Miller)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$3,273.00 mo. (75%)	01/06/20
Garcia, Michelle (New Position)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$3,273.00 mo. (81.25%)	02/03/20
Gonzalez, Javier (Rpl. A. Walker)	Sr. Instruct. Asst.-BC Griffiths	\$3,985.00 mo. (81.25%)	01/21/20
Gonzalez, Juan (New Position)	Sr. Instruct. Asst.-BC Gauldin	\$3,445.00 mo. (81.25%)	01/06/20
Guerrero, Cynthia (Rpl. M. Woolen)	Sr. Instruct. Asst.-BC Alameda	\$3,613.00 mo. (81.25%)	01/06/20
Morales, Carolina (Rpl. K. Buss)	Sr. Instruct. Asst.-S/MH Alameda	\$3,985.00 mo. (75%)	01/13/20
Moya, Griselda (Historical Vacancy)	Student Supv. Asst. Carpenter	\$13.000 hr. 3.5 Hours	01/21/20
Navarro, Johanna (Rpl. S. Guest)	Sr. Instruct. Asst. Warren High	\$3,445.00 mo. (81.25%)	01/06/20
Rodriguez Marquez, Jorge (Rpl. M. Farfan)	Bus Driver Transportation	\$21.883 hr. 6 Hours	01/13/20
Sepulveda, Amaya (Rpl. S. Delgadillo)	Student Supv. Asst. Imperial	\$13.000 hr. 3.08 Hours	01/27/20

II. CLASSIFIED

A. Employments (Regular) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Siasat, Celena (Rpl. C. Aguilar)	Sr. Instruct. Asst.-BC Ward	\$3,445.00 mo. (75%)	01/20/20
Torres, Gabriel (Rpl. R. Bustos Millette)	Sr. Instruct. Asst. Warren High	\$3,119.00 mo. (81.25%)	01/06/20
Valdez, Genavie (Rpl. D. Amador)	Student Supv. Asst. Alameda	\$13.000 hr. 3.33 Hours	01/06/20
Vinson Lopez, Sarah (Rpl. P. O'Haver)	Sr. Instr. Asst.-Sign Lang. DHH Program	\$3,985.00 mo. (87.5%)	01/06/20

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Armstrong, Travis (Substitute)	Bus Driver Transportation	\$21.833 hr.	01/06/20
Barajas, Celeste (Substitute)	Bus Driver Transportation	\$21.833 hr.	01/09/20
Beasley, Kimberly (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/24/20
Beasley, Kimberly (Substitute)	Sr. Instruct. Asst.-S/MH Varies	\$18.883 hr.	01/24/20
Campos, Ciara (Substitutes)	Inter. Clerical Asst. Varies	\$22.990 hr.	01/22/20
Campos, Ciara (Working out of class as needed)	Inter. Clerical Asst. Imperial	\$3,985.00 mo.	01/22/20

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Churchill Marin, Kim (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/31/20
Churchill Marin, Kim (Substitute)	Sr. Instruct. Asst.-S/MH Varies	\$18.883 hr.	01/31/20
Delgadillo, Shannon (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/21/20
Delgadillo, Shannon (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/21/20
Evans, David	Asst. Soccer Coach Downey High	Not to exceed \$550.00	12/22/19- 01/15/20
Figueroa, Justine (Substitute)	School Office Manager Varies	\$22.419 hr.	01/24/20
Flores, Milagros (Extra Duty)	Food Service Asst. II Food Services	\$19.338 hr.	01/13/20- TBD
CORRECTED ACTION			
Garcia, Marcos	Asst. Soccer Coach Warren High	Not to exceed \$4,000.00	08/14/19- 02/29/20
Garcia, Michelle (Substitute)	Sr. Instr. Asst.-Sign Lang. Varies	\$18.883 hr.	01/06/20
Gonzalez, Vanessa (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/27/20
Greenwood, David (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/13/20
Hansen, Gabriella (Working out of class as needed)	Inter. Clerical Asst. Ward	\$21.871 hr.	12/11/19

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Hillman, Kimberly (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/21/20
Hillman, Kimberly (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/21/20
Juarez, Luke (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	12/18/19
Kelley, Stephen	Fresh. Football Coach Warren High	Not to exceed \$2,270.00	08/14/19- 11/01/19
Kelley, Stephen (Playoffs)	Fresh. Football Coach Warren High	Not to exceed \$178.62	11/02/19- 11/08/19
Laguna, Maira (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/27/20
McLeroy, Trevor (Substitute)	Food Service Asst. Varies	\$14.833 hr.	01/14/20
Mendoza Barajas, Ana (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/06/20
Miranda Loyola, Patricia (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/07/20
Orantes, Araceli (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/21/20
Ortiz, Jorge (Substitute)	Campus Security Asst. Varies	\$19.338 hr.	01/24/20
Quintana, Leonardo (Substitute)	Student Supv. Asst. Varies	\$13.000 hr.	01/21/20
Ramos, Blanca (Substitute)	Physical Education Asst. Varies	\$17.158 hr.	01/23/20

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Ruiz, Sandra (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/22/20
Sanchez, Sandra (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/15/20
Smith, Christian (Working out of class as needed)	School Office Manager Gauldin	\$3,886.00 mo.	01/06/20- 06/30/20
Topete, Maria (Working out of class as needed)	Inter. Clerical Asst. Sussman	\$22.990 hr.	01/24/20
Vargas, Guadalupe (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	01/06/20
Velarde, Rosa (Substitute)	Nursing Specialist Varies	\$31.512 hr.	01/16/20
Wolf, Ashely (Substitute)	Sr. Instruct. Asst.-BC Varies	\$18.883 hr.	01/21/20
Wolf, Patricia (Substitute)	Sign Language Inter. Varies	\$30.773 hr.	01/23/20

AVID TUTOR – College & Career Readiness, \$13.750 Per Hour, Not to Exceed 800 Hours, 01/07/20-06/30/20

Ortiz, Sahayra	
Rodriguez, Diego	12/12/19-06/30/20
Ruiz, Jacob	
Serna, Andres	12/18/19-06/30/20

MUSIC SPECIALIST - \$13.000 Per Hour, Not to Exceed 800 Hours

Haddadin, Sara	Downey High	01/06/20-06/30/20
Romero, Samantha	Warren High	01/13/20-06/30/20
Ryan, Kei'la	Downey High	12/26/19-06/30/20

II. CLASSIFIED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>STUDENT HELPER</u> – DHH Program, \$13.000 Per Hour, Not to exceed 800 Hours			
Alvarez-Munoz, Christian			01/17/20-06/30/20
Cortez, Adrian			01/14/20-06/30/20
Quiroz Ibarra, Kerry			12/04/19-06/30/20
Ramos-Pena, Jacob			11/12/19-06/30/20
Rivera, Jon			01/14/20-06/30/20
Rodriguez, Oscar			01/13/20-06/30/20
Romero, Ashley			01/17/20-06/30/20
Vasquez, Desiree			01/23/20-06/30/20

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Candelas, Jessica (Working out of class for regular employee)	Food Service Asst. Stauffer \$17.994 hr. 3 Hours	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	01/27/20- TBD
Cantoran-Rubio, Osbelia (Reassignment)	Attend./Records Clk. Warren High \$4,080.00 mo. (100%)	Attend./Rec. Clk. Bil-Bilit. Warren High \$4,285.00 mo. (100%)	08/12/19
Cervantes, Irma (Working out of class for regular employee)	Food Service Asst. II Stauffer \$19.338 hr. 5 Hours	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	01/27/20- TBD
Chavez, Corrine (Working out of class for regular employee)	Food Service Asst. II Lewis \$19.338 hr. 5 Hours	Food Service Supv. I Ward \$21.850 hr. 7.5 Hours	01/27/20- TBD

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Concha, Thomas (Working out of class for regular employee)	Custodian Operations \$4,145.00 mo. (100%)	Skilled Trades Asst. Maintenance \$4,392.00 mo. (100%)	01/08/20- TBD
Flores, Maria (Working out of class for regular employee)	Food Service Asst. Alameda \$18.894 hr. 4 Hours	Food Service Asst. II Alameda \$20.308 hr. 4 Hours	01/06/20- TBD
Flores, Milagros (Return to regular assignment)	Food Service Supv. I Ward \$20.780 hr. 7.5 Hours	Food Service Asst. II Old River \$19.338 hr. 4 Hours	01/11/20
Flores, Milagros (Administrative Transfer) (Rpl. F. Valenzuela)	Food Service Asst. II Old River \$19.338 hr. 4 Hours	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	01/13/20
Garcia, Efren (Working out of class for regular employee)	Custodian Operation \$4,145.00 mo. (100%)	Lead Custodian Operations \$4,561.00 mo. (100%)	12/23/19- 01/03/20
Garcia Hernandez, Marcela (Promotion) (New Position)	Food Service Asst. Warren High \$17.158 hr. 3 Hours	Food Service Asst. II Warren High \$18.410 hr. 4 Hours	01/06/20
AR4709652	Paid Admin. Leave	Bus Driver Transportation \$26.591 hr. 6 Hours	01/15/20
Herlitz III, Raymond (Working out of class for regular employee)	Skilled Trades Asst. Maintenance \$4,392.00 mo. (100%)	Maintenance Painter Maintenance \$4,719.00 mo. (100%)	01/06/20

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Hurtado, April (Promotion) (New Position)	Student Supv. Asst. Gauldin \$13.000 hr. 3.27 Hours	Sr. Instr. Asst.-S/MH Williams \$3,613.00 mo. (75%)	01/06/20
Juarez, Luke (Working out of class in Limited-Term position)	Student Supv. Asst. Price \$13.000 hr. 3.5 Hours	Sr. Instruct. Asst.-BC Price \$3,613.00 mo. (81.25%)	12/18/19- TBD
Martinez, Anna (Working out of class for regular employee)	Food Service Asst. Lewis \$16.362 hr. 3 Hours	Food Service Asst. II Lewis \$17.538 hr. 5 Hours	01/27/20- TBD
Marquez, Kelly (Administrative Transfer)	Sr. Instr. Asst.-S/MH Columbus High \$3,985.00 mo. (81.25%)	Sr. Instr. Asst.-S/MH Imperial \$3,985.00 mo. (81.25%)	01/13/20
Mejia Belmonte, Jose (Working out of class in vacant position)	Maintenance Painter Maintenance \$5,740.00 mo. (100%)	Comp/Ntwrk. Supp. Tech. Technology \$6,324.00 mo. (100%)	01/06/20
Miller, Corinna (Increase in Hours) (Rpl. E. Patterson-Thomas)	Sr. Instr. Asst.-Sign Lang. DHH Program \$3,985.00 mo. (75%)	Sr. Instr. Asst.-Sign Lang. DHH Program \$3,985.00 mo. (81.25%)	01/06/20
Molina, Erin (Administrative Transfer) (Rpl. L. Gonzalez)	Food Service Asst. Gauldin \$14.833 hr. 2 Hours	Food Service Asst. Price \$14.833 hr. 3 Hours	01/06/20
Ortiz, Ligia (Administrative Transfer) (Rpl. M. Vega-Rodriguez)	Food Service Asst. Carpenter \$14.833 hr. 2 Hours	Food Service Asst. Rio San Gabriel \$14.833 hr. 3 Hours	02/03/20

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Rios, Carla (Working out of class for regular employee)	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	Food Service Supv. II Stauffer \$23.000 hr. 8 Hours	01/27/20- TBD
Robles Flores, Karla (Working out of class for regular employee)	Food Service Asst. II Gallatin \$19.338 hr. 5 Hours	Food Service Supv. I Rio Hondo \$20.780 hr. 7.5 Hours	01/06/20- 01/17/20
Robles Flores, Karla (Working out of class for regular employee)	Food Service Asst. II Gallatin \$19.338 hr. 5 Hours	Food Service Supv. I Gallatin \$20.780 hr. 7.5 Hours	01/20/20- TBD
Santana, Gabriel (Working out of class for regular employee)	Sr. Clerical Asst. Special Education \$4,389.00 mo. (100%)	Secretary Transportation \$4,726.00 mo. (100%)	01/27/20
Sepulveda, Patricia (Working out of class for regular employee)	Food Service Asst. Gallatin \$17.994 hr. 3 Hours	Food Service Asst. II Gallatin \$19.338 hr. 5 Hours	01/06/20- TBD
Valenzuela, Francisco (Increase in Hours)	Food Service Asst. II Downey High \$19.338 hr. 4 Hours	Food Service Asst. II Downey High \$19.338 hr. 5 Hours	01/06/20
Velazquez, Sandra (Working out of class for regular employee)	Food Service Supv. I Rio Hondo \$4,413.00 mo. (93.75%)	Food Service Supv. II Sussman \$4,637.00 mo. (100%)	01/06/20- TBD
Verdugo, Ashley (Administrative Transfer) (New Position)	Sr. Instruct. Asst.-BC Stauffer \$3,985.00 mo. (81.25%)	Sr. Instruct. Asst.-BC Griffiths \$3,985.00 mo. (81.25%)	01/21/20

II. CLASSIFIED

D. Leaves of Absence

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Alejo, Jessica	Sr. Instruct. Asst.-BC Unsworth	01/13/20- 01/24/20	AB2393-Child Bonding Leave
Arvizu, Veronica	Sign Language Inter. DHH Program	12/09/19 Intermittent, as needed	FMLA/ CFRA
AR4709652	Bus Driver Transportation	01/09/20- 01/14/20	Paid Admin. Leave
Baldelomar Rojas, Ana	Food Service Asst. Rio San Gabriel	01/04/20- 02/21/20	AB2393-Child Bonding Leave
Cantoran-Rubio, Osbelia	Attend./Records Clerk Warren High	01/16/20- 04/08/20	AB2393-Child Bonding Leave
Cobb, Kaley	Secretary Transportation	01/27/20- 03/31/20	FMLA/ CFRA
Cotanda Cruz, Leony	Sr. Instruct. Asst.-S/MH Price	01/24/20- 05/08/20	Personal Business W/OUT PAY
EY3683054	Student Supv. Asst. Rio Hondo	01/06/20- TBD	Paid Admin. Leave
Hernandez, Claudia	Sr. Instruct. Asst. Imperial	02/11/20- 02/24/20	AB2393-Child Bonding Leave
Marquez, Kelly	Sr. Instruct. Asst.-S/MH Columbus High	09/26/19- 01/09/20	AB2393-Child Bonding Leave
Worthy, Scott	Comp./Ntwrk. Supp. Tech. Technology	01/06/20- 01/12/20	AB2393-Child Bonding Leave

II. CLASSIFIED

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Al-Naber, Jasmin	School Based Therapist Special Education	01/18/20	Voluntary Resignation
Carranza Cruz, Aurelio	Sr. Instruct. Asst.-BC Substitutes	01/15/20	Voluntary Resignation
Contreras, Ruben	Custodian Operations	05/30/20	Service Retirement
Delgadillo, Shannon	Student Supv. Asst. Imperial	01/16/20	Voluntary Resignation
DiPiazza, Maralyn	Food Service Supv. II Stauffer	01/25/20	Service Retirement
Hillman, Kimberly	Student Supv. Asst. Rio Hondo	01/18/20	Voluntary Resignation
Hylland, Cara	Sr. Instruct. Asst.-BC Substitutes	01/02/20	Voluntary Resignation
Spears, Yaquinn	Floor Maintenance Wkr. Operations	01/23/20	Involuntary Resignation
Williams, Charles	Floor Maintenance Wkr. Operations	01/03/20	Voluntary Resignation

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF TWO NEW POSITIONS (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. These new positions are being created to support two new special needs students with behavioral challenges at Rio Hondo Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio Hondo Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support a special needs student with significant behavioral challenges at Unsworth Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Unsworth Elementary School, six hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective December 10, 2019.

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Anthony Mercado, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support a special needs student with significant behavioral challenges at Rio San Gabriel Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective January 6, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Rio San Gabriel Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$4,184 per month, effective January 6, 2020.

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources/Personnel Commission

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR INSTRUCTIONAL ASSISTANT)

ACTION ITEM

We have received a request from Reynaldo Vargas-Carbajal, Program Administrator, Special Education, to establish one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant. This new limited-term position is being created to provide additional support to a special needs student at Griffiths Middle School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Griffiths Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective January 7, 2020 through January 31, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Griffiths Middle School, six and one-half hours per day, at range 105, \$3,119 - \$3,981 per month, effective January 7, 2020 through January 31, 2020.

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Human Resources / Personnel Commission

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
Prepared by Paul Deines, Personnel Analyst

SUBJECT: ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION:
SPECIAL EDUCATION DATA & COMPLIANCE SPECIALIST

ACTION ITEM

Due to a reorganization within the Special Education Department, duties that were previously completed by other employees are now being delegated to another employee.

The duty list was created using the Special Education Technician classification description as a template. Staff worked in collaboration with the department to determine the specific needs and are reflected in the attached proposed description.

It will be recommended at the February Personnel Commission meeting that the salary placement of this new classification be at range 165, \$4,181 - \$5,334 per month, of the Unit I Salary Schedule (AR 5241.1), with the proposed job title of Special Education Data & Compliance Specialist. This recommendation is based on the higher-level duties in the new classification.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties of the Special Education Data & Compliance Specialist as attached, effective February 19, 2020.

**DOWNEY UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
CSEA Unit I**

CLASS TITLE: SPECIAL EDUCATION DATA & COMPLIANCE SPECIALIST

BASIC FUNCTION:

Under the direction of the Director, Special Education, perform a variety of complex clerical functions related to the Special Education program, Medi-Cal Administrative Activities (MAA) and Local Educational Agency (LEA) Medi-Cal Billing Option Program, and CALPADS; records management and data control duties involving inputting, processing, importing and exporting a variety of special education data, records and reports; obtain and maintain accurate data and current confidential files on students with special needs; operate a computer to enter and maintain data; interpretation of special education policies.

REPRESENTATIVE DUTIES:

Compile, import, export, and submit requested data to and from applicable programs and software on behalf of the District and associated Special Education Local Plan Area to County, State and Federal agencies within established time lines; initiate queries and generate a variety of computerized reports; audit data entry errors and assure accuracy of input and output data. E

Provide technical information in person and on the telephone concerning policies and procedures of the special education program according to established guidelines; respond to inquiries from in-District and out-of-District personnel as requested; maintain confidentiality of sensitive student information; provide forms and distribute completed forms to appropriate personnel ~~for testing~~. E

Perform responsible and complex clerical functions related to the collection of and reporting of relevant data for MAA and LEA Medi-Cal Billing Option Program; reconcile, audit and report data in order to maximize income from both funding sources; and communicate and interact with contractors, vendors, community agencies and regulatory agencies.

Verify LEA Medi-Cal Billing Option Program provider eligibility for participation; determine the validity of the records of special education student health services performed; and provide the identifying information needed for billing for the LEA Medi-Cal Billing Option Program. E

Provide training and technical support to District personnel regarding MAA/LEA Medi-Cal Billing Option Program fiscal and reporting requirements in order to maximize funding. E

Input data to a web-based computerized Individualized Education Program (IEP) system. E

~~Maintain data bases of District students, Instructional Assistants, as well as students in residential/non-public school settings and students with Section 504 Plans. E~~

Obtain data and maintain accurate databases and current confidential files on students with special needs, as well as students in residential/non-public school settings; enter data received from special education staff into appropriate system; assure accuracy and proper order of files. E

~~Compile statistical data for the County, State and Federal Departments of Education including pupil counts according to established time lines. E~~

Interact with contractors, vendors, community agencies, and regulatory agencies as needed. E

Perform a variety of records management and data control duties involving interpretation of special education policies. E

Forward confidential records/files ~~by mail or fax~~ upon written or verbal requests from in-District and out-of-District personnel according to established guidelines; assist staff in obtaining prior records of students as requested. E

Prepare, maintain and distribute ~~class lists~~ caseloads for special education classes, resource programs, occupational therapy, physical therapy, and other services as assigned. E

Assist in updating specific program systems, policies, procedures, and related forms and notices. E

Compose correspondence independently or from oral instructions; prepare letters, memos and forms, requesting, providing or verifying information. E

Operate a computer to input, output, update and access a variety of records and information; generate records, reports, lists and summaries; operate a variety of office machines. E

Attend Special Education, MAA/LEA Medi-Cal Billing Option Program, and related training. E

Perform related duties as assigned.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

APPENDIX B

DOWNEY UNIFIED SCHOOL DISTRICT

2020 ~ 2021 SCHOOL CALENDAR

DRAFT

State Holiday



Local Holiday


 Student / Teacher
Free Day


Student Free Day



Days Worked: 185

Days Taught: 180

July 2020

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3rd - Independence Day Holiday (observed)

August 2020

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1st School Month: 8/10/2020 ~ 9/4/2020

Days Worked: 16 / Days Taught: 14

 10th & 11th - Student Free Day / Staff Development
12th - Minimum Day - School Year Begins

September 2020

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

2nd School Month: 9/7/2020 ~ 10/2/2020

Days Worked: 21 / Days Taught: 21

 7th - Labor Day Holiday
11th - Progress Reports (HS)
18th - Progress Reports (MS)
25th - Progress Reports (ES)

October 2020

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

3rd School Month: 10/5/2020 ~ 10/30/2020

Days Worked: 22 / Days Taught: 21

 9th - End of 1st Quarter (HS)
12th - Student Free Day / Staff Development
30th - Progress Reports (MS)

November 2020

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

4th School Month: 11/2/2020 ~ 11/27/2020

Days Worked: 15 / Days Taught: 15

 6th - Progress Reports (HS)
11th - Veteran's Day Holiday
17th - 20th - Minimum Day (ES) - Parent Conf.
23rd & 24th - Student / Teacher Free Day
25th & 27th - Local Holiday All Employees
26th - Thanksgiving Day Holiday

December 2020

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

5th School Month: 11/30/2020 ~ 12/25/2020

Days Worked: 14 / Days Taught: 13

 15th - 17th - Minimum Day - Finals (HS)
17th - Min. Day - End of 1st Sem. (MS) & (HS)
18th - Student Free Day / Grades Due (MS) & (HS)
21st - 31st - Winter Break-Students/Teachers
24th - Local Holiday
25th - Christmas Day Holiday

January 2021

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

6th School Month: 12/28/2020 ~ 1/22/2021

Days Worked: 19 / Days Taught: 19

 1st - New Year's Day Holiday
18th - Martin Luther King Day Holiday
22nd - Progress Reports (ES)

February 2021

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

7th School Month: 1/25/2021 ~ 2/19/2021

Days Worked: 18 / Days Taught: 18

 5th - Progress Reports (HS)
8th - Lincoln's Birthday Holiday
15th - Presidents' Day Holiday
19th - Progress Reports (MS)

March 2021

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

8th School Month: 2/22/2021 ~ 3/19/2021

Days Worked: 23 / Days Taught: 23

 3rd - Minimum Day (HS ONLY) SAT
10th - Report Cards Go Home (ES)
12th - End of 3rd Quarter (HS)

April 2021

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

9th School Month: 3/22/2021 ~ 4/16/2021

Days Worked: 16 / Days Taught: 16

 1st - Progress Reports (MS)
2nd - 9th - Spring Break - Students / Teachers
23rd - Progress Reports (HS)

May 2021

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

10th School Month: 4/19/2021 ~ 5/14/2021

Days Worked: 20 / Days Taught: 20

 26th - 28th - Minimum Day - Finals (HS)
28th - Minimum Day - End of School Year
31st - Memorial Day Holiday

June 2021

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

11th School Month: 5/17/2021 ~ 5/28/2021

Days Worked: 1 / Days Taught: 0

 1st - Student Free Day / Staff Development
Teacher Check Out Day / Grades
Due (MS) & (HS)

APPENDIX B

DOWNEY UNIFIED SCHOOL DISTRICT

DRAFT

2021 ~ 2022 SCHOOL CALENDAR

State Holiday



Local Holiday

Student / Teacher
Free DayStudent Free Day /
Staff Development

Days Worked: 185

Days Taught: 180

July 2021

M	TU	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5th - Independence Day Holiday (observed)

August 2021

1st School Month: 8/9/2021 ~ 9/3/2021

Days Worked: 17 / Days Taught: 15

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

9th & 10th - Student Free Day / Staff Development
11th - Minimum Day - School Year Begins

September 2021

2nd School Month: 9/6/2021 ~ 10/1/2021

Days Worked: 21 / Days Taught: 21

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

6th - Labor Day Holiday
10th - Progress Reports (HS)
17th - Progress Reports (MS)
24th - Progress Reports (ES)

October 2021

3rd School Month: 10/4/2021 ~ 10/29/2021

Days Worked: 21 / Days Taught: 20

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

8th - End of 1st Quarter (HS)
11th - Student Free Day / Staff Development
29th - Progress Reports (MS)

November 2021

4th School Month: 11/1/2021 ~ 11/26/2021

Days Worked: 15 / Days Taught: 15

M	TU	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5th - Progress Reports (HS)
11th - Veteran's Day Holiday
12th - Student / Teacher Free Day
16th - 19th - Minimum Day (ES) - Parent Conf.
22nd & 23rd - Student / Teacher Free Day
24th & 26th - Local Holiday All Employees
25th - Thanksgiving Day Holiday

December 2021

5th School Month: 11/29/2021 ~ 12/24/2021

Days Worked: 13 / Days Taught: 12

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

14th - 16th - Minimum Day - Finals (HS)
16th - End of 1st Sem. (All Schools)
17th - Student Free Day / Staff Development
20th - 30th - Winter Break-Students/Teachers
23rd - Local Holiday
24th - Christmas Day Holiday (observed)
31st - New Year's Day (observed)

January 2022

6th School Month: 12/27/2021 ~ 1/21/2022

Days Worked: 20 / Days Taught: 20

M	TU	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

17th - Martin Luther King Day Holiday
21st - Progress Reports (ES)

February 2022

7th School Month: 1/24/2021 ~ 2/18/2022

Days Worked: 17 / Days Taught: 17

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

4th - Progress Reports (HS)
7th - Student / Teacher Free Day
14th - Lincoln's Birthday Holiday
18th - Progress Reports (MS)
21st - Presidents' Day Holiday

March 2022

8th School Month: 2/21/2022 ~ 3/18/2022

Days Worked: 22 / Days Taught: 22

M	TU	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

2nd - Minimum Day (HS ONLY) SAT
16th - Report Cards Go Home (ES)
11th - End of 3rd Quarter (HS)
18th - Student / Teacher Free Day

April 2022

9th School Month: 3/21/2022 ~ 4/15/2022

Days Worked: 15 / Days Taught: 15

M	TU	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

8th - Progress Reports (MS)
11th - 18th - Spring Break - Students / Teachers
29th - Progress Reports (HS)

May 2022

10th School Month: 4/18/2022 ~ 5/13/2022

Days Worked: 21 / Days Taught: 21

M	TU	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

30th - Memorial Day Holiday
31st - Minimum Day - Finals (HS)

June 2022

11th School Month: 5/16/2022 ~ 6/3/2022

Days Worked: 3 / Days Taught: 2

M	TU	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1st - 2nd - Minimum Day - Finals (HS)
2nd - Minimum Day - End of School Year
3rd - Student Free Day / Staff Development
Grades Due (MS) & (HS)
Teacher Check Out Day

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 201920-08

RESOLUTION OF THE BOARD OF EDUCATION OF THE
DOWNEY UNIFIED SCHOOL DISTRICT AUTHORIZING CONTRACT FOR
APPLE EQUIPMENT PURSUANT TO PUBLIC CONTRACT CODE SECTION 20118
(PIGGYBACK STATUTE)

WHEREAS, the Downey Unified School District ("District") is in need of certain computer equipment and associated components and services to provide to students, teachers, and staff to facilitate communication and seamless performance of the District's existing Apple, Inc. ("Apple") platform ("Computer Equipment"); and

WHEREAS, pursuant to Public Contract Code section 20111, a school district is required to competitively bid the "purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district" involving an expenditure of more than the bid limit, which is \$95,200 for 2020; and

WHEREAS, PCC section 20118 is an exception to that requirement, providing that:

Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property; and

WHEREAS, the Glendale Unified School District contracted in a manner authorized by law with Apple, Inc., and entered into that certain Contract for Apple Computer Products, Services, and Related Items, dated October 16, 2018 ("Piggyback Contract"); and

WHEREAS, the Piggyback Contract included a provision pursuant to Public Contract Code section 20118 allowing other public agencies, including the District, to lease or purchase Apple computer products, services and related items from Apple pursuant to the same terms and conditions of the Piggyback Contract; and

WHEREAS, District staff, after having researched the costs and terms of the Piggyback Contract, has determined that the prices of the Piggyback Contract are reasonable and that it would be in the best interest of the District to utilize the Piggyback Contract to purchase the Apple computer products and related items from Apple pursuant to the terms of the Piggyback Contract.

NOW THEREFORE, THE GOVERNING BOARD OF THE DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND FINDS AS FOLLOWS:

1. That the foregoing recitals are true and correct.
2. That the District's Governing Board hereby declares that it is in the best interests of the District to purchase the Apple computer products and associated components from Apple pursuant to the terms of the Piggyback Contract.
3. That the District's Governing Board hereby authorizes the District's Superintendent, or his designee, pursuant to this Resolution to take any action which is necessary to carry out, give effect to, or comply with the terms and intent of this Resolution and consistent with the Public Contract Code and District Policy.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Downey Unified School District on this 18th day of February 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Governing Board of the
Downey Unified School District

Attested to:

Clerk of the Governing Board of the
Downey Unified School District

DOWNEY UNIFIED SCHOOL DISTRICT

**CONTRACT INCORPORATING
CONTRACT FOR APPLE COMPUTER PRODUCTS, SERVICES, AND RELATED ITEMS, DATED OCTOBER 16, 2018
BETWEEN GLENDALE UNIFIED SCHOOL DISTRICT AND APPLE, INC.**

This Contract incorporating the October 16, 2018 Contract for Apple Computer Products, Services, and Related Items between Glendale Unified School District and Apple, Inc. ("**Contract**") is entered into on _____, 2020, by and between the **Downey Unified School District** ("**District**") and **Apple, Inc.**, ("**Apple**"). District and Apple may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District has a need to purchase certain computer equipment and associated components and services to provide to students, teachers, and staff to facilitate communication and seamless performance of the District's existing Apple, Inc. ("**Apple**") platform ("**Computer Equipment**"); and

WHEREAS, District wants to purchase the Computer Equipment and related services from Apple in a cost-effective manner; and

WHEREAS, after a competitive solicitation and selection process by the Glendale Unified School District, ("**Glendale USD**"), Apple was awarded and entered into a contract with Glendale USD, dated on or about October 16, 2018 ("**the Glendale USD Contract**"), that is a current and valid contract; and

WHEREAS, section 20118 of the California Public Contract Code states,

Notwithstanding Sections 20111 and 20112, the governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. Upon receipt of the personal property, if the property complies with the specifications set forth in the contract, lease, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property, or the school district may make payment directly to the vendor. Alternatively, if there is an existing contract between a public corporation or agency and a vendor for the lease or purchase of the personal property, a school district may authorize the lease or purchase of personal property directly from the vendor by contract, lease, requisition, or purchase order and make payment to the vendor under the same terms that are available to the public corporation or agency under the contract.

WHEREAS, the Glendale USD Contract is an existing contract between a public agency, Glendale USD and a vendor, Apple, for the lease or purchase of personal property: Apple computer products, services and related items; and

WHEREAS, the District has determined that it is in its best interests to purchase 905 10.2-inch iPad Wi-Fi 32 Gb units, 9,050 10.2-inch iPad Wi-Fi 32 GB units, 45 10.2-inch iPad Wi-Fi 128 GB units, and 450 10.2-inch iPad Wi-Fi 128 GB units and associated materials and services pursuant to section 20118 of the California Public Contract Code by "piggybacking" on the Glendale USD Contract; and

WHEREAS, Apple wants to provide the District with the Computer Equipment and related equipment and services for the District's use consistent with the terms of the Glendale USD Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

AGREEMENT

1. This Contract fully incorporates by this reference the following documents:
 - 1.1. The Glendale USD Contract, including all of its provisions and documents incorporated therein by reference or operation of law attached hereto as **Attachment A**.
 - 1.2. The description of the Computer Equipment and related services under this Contract are identified in the Master Lease Purchase Agreement in **Attachment B**.
 - 1.3. The following certifications attached hereto as **Attachment C**:
 - 1.3.1.1. Drug-Free Workplace Certification;
 - 1.3.1.2. Asbestos & Other Hazardous Materials Certification;
 - 1.3.1.3. Lead-Product(s) Certification;
 - 1.3.1.4. Iran Contracting Act Certification.
2. To the extent any term or condition of this Contract, is inconsistent with the Glendale USD Contract, the Glendale USD Contract shall control, except for the delivery, payment, venue, or jurisdiction provisions in this Contract which shall control over all other contradictory provisions. Unless otherwise provided, the order of preference is as follows: (i) the terms and conditions of the Glendale USD Contract, (except for delivery, payment, venue or jurisdiction provisions), and (ii) the terms and conditions of this Contract.
3. Apple hereby extends to the District identical terms and conditions as those granted under the Glendale USD Contract.
4. The Parties hereby acknowledge and agree that Apple shall have and maintain insurance in force during the term of this Contract with minimum limits identified below. Apple shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days' written notice to the District prior to modification. Except for worker's compensation insurance, the District shall be named as an additional insured on all policies. Apple's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Apple shall provide the District certificate(s) of insurance and endorsements at the time Apple executes this Contract.

Commercial General Liability	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability, Any Auto, combined single limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Excess Liability	\$5,000,000
5. The initial total cost for the Computer Equipment and related equipment and services shall be Three Million Eight Seven Thousand Five Hundred Seven Dollars and Two Cents (\$3,087,507.02), as indicated in the attached Master Lease Purchase Agreement (**Attachment B**).
6. The District shall pay for the modular classrooms and related equipment and services according to the Master Lease Purchase Agreement (**Attachment B**).
7. Apple hereby acknowledges and certifies that that the prices indicated herein and the referenced documents are the prices indicated and/or authorized in and are consistent with the Glendale USD Contract.

8. Apple shall deliver and install fully functioning Computer Equipment pursuant to the terms of the attached Master Lease Purchase Agreement (**Attachment B**).
9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

DISTRICT

Downey Unified School District

ATTN: _____

Email: _____

Apple

Apple, Inc.

ATTN: _____

Email: _____

10. The Parties acknowledge that each of them has fully discussed the contents of this Contract with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Contract. Accordingly, this Contract shall not be construed as having been drafted by one Party or the other.
11. This Contract and the attachments hereto and the documents specifically incorporated into the Contract by reference, constitute the entire Contract between the District and Apple. No other promises, contracts, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
12. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Contract and the events leading up to this Contract.
13. This Contract and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Contract shall be commenced and maintained in the county in which the District administrative offices are located. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the Glendale USD Contract.
14. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Contract.
15. The Parties acknowledge that this Contract is only binding once it is approved by the District's governing Board.
16. This Contract may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of each Party has been furnished and delivered to the other Party to this Contract. Signature of copies and electronic versions of this Contract shall have the same force and effect as signature of the original.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2020

DOWNEY UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Dated: _____, 2020

APPLE, INC.

By: _____

Print Name: _____

Print Title: _____

ATTACHMENT A
GLENDAL USD CONTRACT



Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to



processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off

(statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality



4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third

party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,



INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 Term Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the

Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.

U.S. Contracts Operations
One Apple Park Way, M/S 318-6QPS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.



11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military

authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.



Customer

Apple Inc.

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

SIGNATURE:

PRINT NAME:

PRINT TITLE:

DATE:

DEPARTMENT:

Stephen Dickinson
Stephen Dickinson
CBO
10-18-18

Eleanor Dreny
ELEANOR DRENEY
US CONTRACT MANAGEMENT
OCT 18th 2018
US SALES OPERATIONS



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance



Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.

3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary



rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains



appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General

12.1 Governing Law



If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.



12.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers

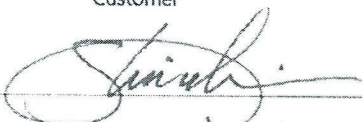
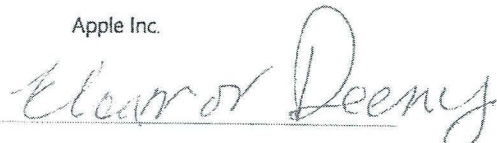
Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.



(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer	Apple Inc.
SIGNATURE: <u></u>	SIGNATURE: <u></u>
PRINT NAME: <u>Stephen Dickinson</u>	PRINT NAME: <u>ELEANOR DEENEY</u>
TITLE: <u>CFO</u>	TITLE: <u>US CONTRACT MANAGEMENT</u>
DATE: <u>10-18-18</u>	DEPT: <u>US SALES OPERATIONS</u>
	EFFECTIVE DATE: <u>Oct 18th, 2018</u>

P R O P O S A L



Apple Computer Products, Services,
and Related Items
Bid Number P-13-18/19



Submitted By
Apple Inc.
September 27, 2018



September 25, 2013

Glendale Unified School District
Procurement Contract Services
Christine Ward
223 North Jackson Street
Glendale, CA 91206

Dear Ms. Ward,

Thank you for the opportunity to respond to Glendale's Bid Number P-13-18/19 for Apple Computer Products, Services and Related Items. Apple's response is attached.

Apple has engaged with educators for over 40 years to explore and enhance the experience of teaching and learning. We care deeply about the needs of educators, and we are passionate about building technology that inspires curiosity. Throughout our entire range of products—from powerful and engaging devices to solutions for accessing, authoring, and sharing content—we have kept the needs of our education customers in mind. This enables us to provide a personalized learning environment that supports creativity, collaboration, innovation, and critical thinking as a means to transform the way teachers teach and the way students learn. We look forward to integrating this transformative environment into your classrooms and beyond.

Please send bids and award notices to:

Apple Inc.
Bids Management
12545 Riata Vista Circle, MS 581-BID
Austin, TX 78727
Fax 512-532-0866
bids@apple.com

Please contact me with any questions about Apple's bid response.

Sincerely,

A handwritten signature in cursive script that reads "Karen Greene".

Karen Darr Greene
Sr. Project Manager
Apple Inc.
512-674-8754
bids@apple.com



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Completed Bid Forms

The following completed forms are included in this section of Apple's response.

- Bid Form (1)
- Bid Form (2)
- Piggyback Clause Form (3)
- Deviations Form (4)
- Non-Collusion Declaration (5)
- Reference List

BID FORM

Bid Number: **P-13-18/19 – Apple Computer Products, Services, and Related Items**
Closing Date: **September 27, 2018**
Time: **2:00 PM**

Please fill out the price for each item listed in the specifications of this bid to the right of the item.

The undersigned hereby proposes and agrees to furnish and deliver the goods or services as quoted in accordance with the terms, conditions, specifications, and prices herein quoted. Bid is subject to cash discount of N/A % N/A days.

Notice of acceptance or request for additional information should be addressed to the undersigned at the address stated below.

Please sign and date this page:

Vendor Name: Apple Inc. Date: 9/25/2018
Authorized Agent (Signature): * Vanessa Boenig
Authorized Agent (Print): Vanessa Boenig Phone: 800-800-2775
Authorized Agent (Title): Manager, Austin Contracts
Street Address: 12454 Riata Vista Circle, MS 581-BID
City, State, Zip Code: Austin, TX 78727
Fax Number: 512-532-0866 (Bids Team) E-Mail: bids@apple.com

**as amended by Apple's bid response*

P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

BID FORM - continued

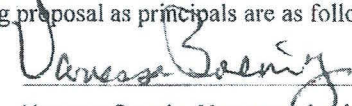
Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

Closing Date and Time – September 27, 2018, 2:00 PM

TO: Glendale Unified School District, acting by and through its Governing Board, herein called "District":

1. Pursuant to, and in compliance with your Notice for Bids and the other documents relating thereto, the undersigned bidder, having familiarized themselves with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the contract documents, specifications, addendum, and all other related documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the contract and the work required in connection with Bid Number P-13-18/19 all in ~~strict~~ conformity with the specifications and other contract documents*including all noted addenda numbers _____, _____, _____, _____ on file in the office of the Administrator, Business Services for the District.
2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice of Bid. *
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract Agreement in the form attached hereto in accordance with the bid as accepted as soon as commercially reasonable ~~within five~~ (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's Notice to the Vendor to Proceed, and shall be completed by the Vendor in the time specified in the contract documents.
4. The names of all persons interested in the foregoing proposal as principals are as follows:

Apple Inc.


Vanessa Boenig, Manager, Apple Austin Contracts

Note: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership, if bidder is an individual, his signature shall be placed above.

*** as amended by Apple's bid response**

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

PIGGYBACK CLAUSE FORM

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

For the term of the agreement and any mutually agreed extensions pursuant to this request for bids, **at the option of the vendor**, other school districts and community college districts, any public corporation or agency, including any county, city, town or public corporation or agency within the State of California, may purchase, or lease-purchase, the identical item(s) at the same price and upon the same terms and conditions pursuant to sections 20118 (K-12) and 20652 (Community Colleges) of the Public Contract Code.

The Glendale Unified School District waives its right to require such other districts and offices to draw their warrants in the favor of the District as provided in said Code sections.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback option granted

x

(KG)

(Please initial)

Piggyback option not granted _____

Exclusions:

Specifications and/or bid sheets are attached.

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

DEVIATIONS FORM

Bid the Work per specification. Any proposed deviations to this bid package for specifications of equipment and related items must be noted below.

Deviations?	Yes	<input checked="" type="checkbox"/>	No
-------------	-----	-------------------------------------	----

If yes, describe:

Please refer to the Terms and Conditions Summary section of Apple's response for clarifications and/or exceptions.

Vendor Name: Apple Inc.

Authorized Agent (Signature):

Authorized Agent (Print): Vanessa Boenig, Manager, Apple Austin Contracts

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Manager of Apple Austin Contracts, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/25/2018 [date], at Austin [city], Texas [state].


Signature

Vanessa Boenig, Manager, Apple Austin Contracts
Print Name

**to the best of my present knowledge and belief*

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.

Reference List

Bid No. P-13-18/19 – Apple Computer Products, Services, and Related Items

Vendor Name: Apple Inc.

Owner: <i>Mater Dei High School</i>
Contact: <i>Lewis Francis</i>
Phone number: <i>714-850-9569</i>
Description of Goods or Services:

Mater Dei HS has been a 1 to 1 iPad school for 7 years and an Apple Distinguished School since 2011. Currently, the students are equipped with 10.5" iPad Pros while the Faculty are provided with the 12.5" Pro model with Smart Keyboards and Apple Pencils.

Owner: <i>Encinitas Union School District</i>
Contact: <i>Glen Warren</i>
Phone number: <i>760-944-4300 x 1188</i>
Description of Goods or Services:

Encinitas Union School District believes in the true equitable personalization of learning for all students through Purpose, Passion, Power, and Play. Their commitment to student centered, student empowered learning lead us years ago to the continua deployment of EUSD's 1 to 1 iPad program for all students.

Owner: <i>Escondido Union School District</i>
Contact: <i>Kathy Shirley</i>
Phone number: <i>760-432-2187</i>
Description of Goods or Services:

Escondido Union HSD is in the process of implementing a systemic 1:1 iPad program. Currently, students in grades 3-6 have a district-leased iPad. By the year 2020, all students in grades K-8 will have a district-leased iPad.

Owner: <i>Long Beach Unified School District</i>
Contact: <i>Jaime Gorospe</i>
Phone number: <i>562-663-3024</i>
Description of Goods or Services:

Long Beach USD purchases iPads, iMacs and other Apple peripherals and Services for over 80 school sites and multiple Educational and Business Support Departments.

Owner: <i>Downey Unified School District</i>
Contact: <i>Chris Nezzar</i>
Phone number: <i>562-469-6901</i>
Description of Goods or Services:

Downey USD annually purchases between 1500 – 2000 devices from Apple to support teachers and students in their 21st Century Learning Communities initiative. These devices include MacBooks, iPads, iMacs, and accessories. Downey USD also purchases Enterprise Support, AppleCare and occasional software implementation support. Our team at Apple has been and continues to be a valuable partner helping Downey Unified achieve its vision of having all students graduate with a 21st Century education that ensures they are college and career ready, globally competitive and citizens of strong character.



Completed Pricing Forms

Please fill out the prices below.

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.

Please refer to the link below for Apple's Price List:

<https://apple.com/education/store>.

Part Number	Description	Qty.	Price
iMac			
MMQA2LL/A	iMac 21.5"/2.3GHz dual-core Intel Core i5/8GB/1TB hard drive/Intel Iris Plus Graphics 640 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNDY2LL/A	iMac 21.5" 4K/3.0GHz quad-core Intel Core i5/8GB/1TB hard drive/Radeon Pro 555 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNE02LL/A	iMac 21.5" 4K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 560 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNE92LL/A	iMac 27" 5K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 570 w/Apple Magic Keyboard and Apple Magic Mouse 2	1	
MNEA2LL/A	iMac 27" 5K/3.5GHz quad-core Intel Core i5/8GB/1TB Fusion drive/Radeon Pro 575 w/Apple Magic Keyboard & Apple Magic Mouse 2	1	
MNED2LL/A	iMac 27" 5K/3.8GHz quad-core Intel Core i5/8GB/2TB Fusion drive/Radeon Pro 580 w/Apple Magic Keyboard & Apple Magic Mouse 2	1	
BMPP2LL/A	BNDL iMac 21.5"/2.3GHz dual-core Intel Core i5/8GB/1TB hard drive/Intel IPG 640 with AppleCare+ for Mac	1	
BMPQ2LL/A	BNDL iMac 21.5" 4K/3.0GHz quad-core Intel Core i5/8GB/1TB hard drive/RP 555 with AppleCare+ for Mac	1	
BMPR2LL/A	BNDL iMac 21.5" 4K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 560 with AppleCare+ for Mac	1	
BMP52LL/A	BNDL iMac 27" 5K/3.4GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 570 with AppleCare+ for Mac	1	
BMPT2LL/A	BNDL iMac 27" 5K/3.5GHz quad-core Intel Core i5/8GB/1TB Fusion drive/RP 575 with AppleCare+ for Mac	1	
BMPU2LL/A	BNDL iMac 27" 5K/3.8GHz quad-core Intel Core i5/8GB/2TB Fusion drive/RP 580 with AppleCare+ for Mac	1	
iMac Pro			
MQ2Y2LL/A	27-inch iMac Pro 5K/3.2GHz 8-core Intel Xeon W/32GB/1TB SSD/RP Vega 56 w/Magic Keyboard with Numeric Keypad (SG) & Magic Mouse 2 (SG)	1	
BN182LL/A	BNDL 27-inch iMac Pro 5K/3.2GHz 8-core Intel Xeon W/32GB/1TB SSD/RP Vega 56 with AppleCare+ for Mac	1	
Mac mini			
MGEM2LL/A	Mac mini/1.4GHz/4GB/500GB hard drive	1	
MGEN2LL/A	Mac mini/2.6GHz/8GB/1TB hard drive	1	
MGEQ2LL/A	Mac mini/2.8GHz/8GB/1TB Fusion Drive	1	
BMTE2LL/A	BNDL Mac mini/1.4GHz/4GB/500GB hard drive with AppleCare+ for Mac	1	
2LL/A	BNDL Mac mini/2.6GHz/8GB/1TB hard drive with AppleCare+ for Mac	1	
BMFG2LL/A	BNDL Mac mini/2.8GHz/8GB/1TB Fusion Drive with AppleCare+ for Mac	1	
Mac Pro			
MD878LL/A	Mac Pro 3.5 6-Core Intel Xeon E5/16GB/256GB FLASH/Dual AMD FirePro D500	1	
MQGG2LL/A	Mac Pro 3.0GHz 8-Core Intel Xeon E5/16GB/256GB FLASH/Dual AMD FirePro D700	1	
MacBook			
MNYH2LL/A	MacBook Silver 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYJ2LL/A	MacBook Silver 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYF2LL/A	MacBook Space Gray 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYG2LL/A	MacBook Space Gray 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYK2LL/A	MacBook Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYL2LL/A	MacBook Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
MNYM2LL/A	MacBook Rose Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash	1	
MNYN2LL/A	MacBook Rose Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash	1	
BMP42LL/A	BNDL MacBook Silver 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMP82LL/A	BNDL MacBook Silver 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BMP32LL/A	BNDL MacBook Space Gray 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash w/ AppleCare+ for Mac	1	
BMP72LL/A	BNDL MacBook Space Gray 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash w/ AppleCare+ for Mac	1	
BMP52LL/A	BNDL MacBook Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMP92LL/A	BNDL MacBook Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BMP62LL/A	BNDL MacBook Rose Gold 12.0/1.2GHz dual-core Intel Core m3/8GB/256GB Flash with AppleCare+ for Mac	1	
BMPA2LL/A	BNDL MacBook Rose Gold 12.0/1.3GHz dual-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
MacBook Air			
MQD32LL/A	MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MQD42LL/A	MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash	1	
BMNZ2LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
2LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
2LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash-5PK	1	
BMT22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash-5PK	1	
BMSZ2LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/128GB Flash-5PK with AppleCare+ for Mac	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.
Please refer to the link below for Apple's Price List:
<https://apple.com/education/store>.

Part Number	Description	Qty.	Price
BMP22LL/A	BNDL MacBook Air 13.3/1.8GHz dual-core Intel Core i5/8GB/256GB Flash-5PK with AppleCare+ for Mac	1	
MacBook Pro			
MacBook Pro with Retina display (featuring two Thunderbolt 3 (USB-C) ports, and USB-C Power Adapter)			
MPXR2LL/A	MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MPXQ2LL/A	MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/128GB Flash	1	
MPXU2LL/A	MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/256GB Flash	1	
MPXT2LL/A	MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/256GB Flash	1	
BMPC2LL/A	BNDL MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
BMPB2LL/A	BNDL MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/128GB Flash with AppleCare+ for Mac	1	
BMPE2LL/A	BNDL MacBook Pro 13.3-inch Silver 2.3GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BMPD2LL/A	BNDL MacBook Pro 13.3-inch Space Gray 2.3GHz dual-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
MacBook Pro with Retina display with Touch Bar and Touch ID (featuring four Thunderbolt 3 (USB-C) ports, and USB-C Power Adapter)			
MR9U2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/256GB Flash	1	
MR9Q2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/256GB Flash	1	
MR9V2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/512GB Flash	1	
MR9R2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/512GB Flash	1	
MR962LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash	1	
MR932LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash	1	
MR972LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash	1	
MR942LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash	1	
BNCW2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BNCY2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Space Gray 2.3GHz quad-core Intel Core i5/8GB/256GB Flash with AppleCare+ for Mac	1	
BNCX2LL/A	BNDL MacBook Pro 13.3-inch with Touch Bar Silver 2.3GHz quad-core Intel Core i5/8GB/512GB Flash with AppleCare+ for Mac	1	
BND02LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Silver 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash with AppleCare+ for Mac	1	
BNC22LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Space Gray 2.2GHz 6-core Intel Core i7/16GB/RP-555X/256GB Flash with AppleCare+ for Mac	1	
BND22LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash with AppleCare+ for Mac	1	
BND12LL/A	BNDL MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz 6-core Intel Core i7/16GB/RP-560X/512GB Flash with AppleCare+ for Mac	1	
iPad (6th generation)			
iPad - Wi-Fi			
MR7F2LL/A	iPad Wi-Fi 32GB - Space Gray	1	
MR7J2LL/A	iPad Wi-Fi 128GB - Space Gray	1	
MR7G2LL/A	iPad Wi-Fi 32GB - Silver	1	
MR7K2LL/A	iPad Wi-Fi 128GB - Silver	1	
MRJN2LL/A	iPad Wi-Fi 32GB - Gold	1	
MRJP2LL/A	iPad Wi-Fi 128GB - Gold	1	
iPad - Wi-Fi + Cellular (Apple SIM included)			
MR6Y2LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Space Gray	1	
MR7C2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	1	
MR702LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Silver	1	
MR7D2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Silver	1	
MRM52LL/A	iPad Wi-Fi + Cellular for Apple SIM 32GB - Gold	1	
MRM82LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Gold	1	
iPad - 10-packs Wi-Fi Only			
BN3U2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack)	1	
BN4D2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN4Z2LL/A	iPad Wi-Fi 32GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BN522LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack)	1	
BN582LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN582LL/A	iPad Wi-Fi 128GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BN3X2LL/A	iPad Wi-Fi 32GB - Silver (10-pack)	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple.
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<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
BN4G2LL/A	iPad Wi-Fi 32GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN522LL/A	iPad Wi-Fi 32GB - Silver (10-pack) with 3-Year AppleCare+	1	
BN462LL/A	iPad Wi-Fi 128GB - Silver (10-pack)	1	
BN4T2LL/A	iPad Wi-Fi 128GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN5B2LL/A	iPad Wi-Fi 128GB - Silver (10-pack) with 3-Year AppleCare+	1	
BN402LL/A	iPad Wi-Fi 32GB - Gold (10-pack)	1	
BN4L2LL/A	iPad Wi-Fi 32GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN552LL/A	iPad Wi-Fi 32GB - Gold (10-pack) with 3-Year AppleCare+	1	
BN492LL/A	iPad Wi-Fi 128GB - Gold (10-pack)	1	
BN4W2LL/A	iPad Wi-Fi 128GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN5F2LL/A	iPad Wi-Fi 128GB - Gold (10-pack) with 3-Year AppleCare+	1	
iPad mini 4			
MK9N2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray	1	
MK9P2LL/A	iPad mini 4 Wi-Fi 128GB - Silver	1	
MK9Q2LL/A	iPad mini 4 Wi-Fi 128GB - Gold	1	
iPad mini 4 - Wi-Fi + Cellular (Apple SIM included)			
MK8D2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	1	
MK8E2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Silver	1	
MK8F2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Gold	1	
iPad mini 4 - 10-packs Wi-Fi Only			
BM9H2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack)	1	
2LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
02LL/A	iPad mini 4 Wi-Fi 128GB - Space Gray (10-pack) with 3-year AppleCare+	1	
BM9L2LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack)	1	
BN6U2LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN732LL/A	iPad mini 4 Wi-Fi 128GB - Silver (10-pack) with 3-year AppleCare+	1	
BM9P2LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack)	1	
BN6X2LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN762LL/A	iPad mini 4 Wi-Fi 128GB - Gold (10-pack) with 3-year AppleCare+	1	
iPad Pro (10.5-inch)			
10.5-Inch iPad Pro Wi-Fi			
MQDT2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray	1	
MQDW2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver	1	
MQDX2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold	1	
MQDY2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold	1	
MPDY2LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Space Gray	1	
MPF02LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Silver	1	
MPF12LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Gold	1	
MPF22LL/A	10.5-inch iPad Pro Wi-Fi 256GB - Rose Gold	1	
MPGH2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Space Gray	1	
MPGJ2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Silver	1	
MPGK2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Gold	1	
MPGL2LL/A	10.5-inch iPad Pro Wi-Fi 512GB - Rose Gold	1	
10.5-Inch iPad Pro - Wi-Fi + Cellular (Apple SIM embedded)			
MQEY2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Space Gray	1	
MQF02LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Silver	1	
MQF12LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Gold	1	
MQF22LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 64GB - Rose Gold	1	
32LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	1	
MPHH2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	1	
MPHJ2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple. Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MPHK2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 256GB - Rose Gold	1	
MPME2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Space Gray	1	
MPMF2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Silver	1	
MPMG2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Gold	1	
MPMH2LL/A	10.5-inch iPad Pro Wi-Fi + Cellular 512GB - Rose Gold	1	
10.5-Inch iPad Pro - 10-packs Wi-Fi Only			
8MMX2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack)	1	
BN7L2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack) with 2-Year AppleCare+	1	
BN7Z2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Space Gray (10-pack) with 3-Year AppleCare+	1	
BMN02LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack)	1	
BN7Q2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack) with 2-Year AppleCare+	1	
BN822LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Silver (10-pack) with 3-Year AppleCare+	1	
BMN32LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack)	1	
BN7T2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack) with 2-Year AppleCare+	1	
BN852LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Gold (10-pack) with 3-Year AppleCare+	1	
BMN62LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack)	1	
BN7W2LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack) with 2-Year AppleCare+	1	
BN882LL/A	10.5-inch iPad Pro Wi-Fi 64GB - Rose Gold (10-pack) with 3-Year AppleCare+	1	
iPad Pro (12.9-inch) (2nd generation)			
12.9-inch iPad Pro Wi-Fi			
MQDA2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray	1	
MC2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver	1	
MC2D2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold	1	
MP6G2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray	1	
MP6H2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Silver	1	
MP6J2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Gold	1	
MPKY2LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Space Gray	1	
MPL02LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Silver	1	
MPL12LL/A	12.9-inch iPad Pro Wi-Fi 512GB - Gold	1	
12.9-inch iPad Pro - Wi-Fi + Cellular (Apple SIM embedded)			
MQED2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Space Gray	1	
MQEE2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Silver	1	
MQEF2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 64GB - Gold	1	
MPA42LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	1	
MPA52LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	1	
MPA62LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	1	
MPLJ2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Space Gray	1	
MPLK2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Silver	1	
MPLL2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 512GB - Gold	1	
12.9-inch iPad Pro - 5-packs Wi-Fi Only			
8MM42LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack)	1	
BN852LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack) with 2-Year AppleCare+	1	
BN912LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Space Gray (5-pack) with 3-year AppleCare+	1	
8MSW2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack)	1	
BN8V2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack) with 2-Year AppleCare+	1	
BN942LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Silver (5-pack) with 3-year AppleCare+	1	
8MMA2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack)	1	
BN8Y2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack) with 2-Year AppleCare+	1	
BN9Y2LL/A	12.9-inch iPad Pro Wi-Fi 64GB - Gold (5-pack) with 3-year AppleCare+	1	
iPod			
iPod touch			

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Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MKHV2LL/A	iPod touch 32GB Blue	1	
MKHT2LL/A	iPod touch 32GB Gold	1	
MKHQ2LL/A	iPod touch 32GB Pink	1	
MKHX2LL/A	iPod touch 32GB Silver	1	
MKJ02LL/A	iPod touch 32GB Space Gray	1	
MKWP2LL/A	iPod touch 128GB Blue	1	
MKWM2LL/A	iPod touch 128GB Gold	1	
MKWK2LL/A	iPod touch 128GB Pink	1	
MKWR2LL/A	iPod touch 128GB Silver	1	
MKWU2LL/A	iPod touch 128GB Space Gray	1	
Apple TV			
Apple TV			
MR912LL/A	Apple TV (4th generation) 32GB	1	
MQD22LL/A	Apple TV 4K 32GB	1	
MP7P2LL/A	Apple TV 4K 64GB	1	
MLFQ2AM/A	Remote Loop (for Apple TV 4th generation)	1	
MQGD2LL/A	Siri Remote	1	
Beats			
Beats Earphones			
MLYE2LL/A	BeatsX Earphones - Black	1	
MLYG2LL/A	BeatsX Earphones - Blue	1	
MLYJ2LL/A	BeatsX Earphones - Grey	1	
MLYK2LL/A	BeatsX Earphones - Matte Gold	1	
MR3J2LL/A	BeatsX Earphones - Matte Silver	1	
MRQA2LL/A	BeatsX Earphones - The Beats Decade Collection - Defiant Black-Red	1	
MLYF2LL/A	BeatsX Earphones - White	1	
MRET2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Blue	1	
MREQ2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Indigo	1	
MRER2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Magenta	1	
MREW2LL/A	Powerbeats3 Wireless Earphones - Beats Pop Collection - Pop Violet	1	
ML8V2LL/A	Powerbeats3 Wireless Earphones - Black	1	
MRQ92LL/A	Powerbeats3 Wireless Earphones - The Beats Decade Collection - Defiant Black-Red	1	
ML8W2LL/A	Powerbeats3 Wireless Earphones - White	1	
MQFU2LL/A	urBeats3 Earphones with 3.5mm Plug - Black	1	
MQFW2LL/A	urBeats3 Earphones with 3.5mm Plug - Blue	1	
MQFX2LL/A	urBeats3 Earphones with 3.5mm Plug - Gray	1	
MRTU2LL/A	urBeats3 Earphones with 3.5mm Plug - The Beats Decade Collection - Defiant Black-Red	1	
MQFV2LL/A	urBeats3 Earphones with 3.5mm Plug - White	1	
MQHY2LL/A	urBeats3 Earphones with Lightning Connector - Black	1	
MR2H2LL/A	urBeats3 Earphones with Lightning Connector - Matte Gold	1	
MR2F2LL/A	urBeats3 Earphones with Lightning Connector - Matte Silver	1	
MRXX2LL/A	urBeats3 Earphones with Lightning Connector - The Beats Decade Collection - Defiant Black-Red	1	
Beats Headphones			
ML992LL/A	Beats EP On-Ear Headphones - Black	1	
ML9D2LL/A	Beats EP On-Ear Headphones - Blue	1	
ML9C2LL/A	Beats EP On-Ear Headphones - Red	1	
ML9A2LL/A	Beats EP On-Ear Headphones - White	1	
MHA22AM/B	Beats Pro Over-Ear Headphones - Black	1	
ML9H2LL/A	Beats Solo3 Wireless On-Ear Headphones - (PRODUCT)RED	1	
MRRH2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Blue	1	
MRRF2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Indigo	1	

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Part Number	Description	Qty.	Price
MRRG2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Magenta	1	
MRRJ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Beats Pop Collection - Pop Violet	1	
MP582LL/A	Beats Solo3 Wireless On-Ear Headphones - Black	1	
MNEN2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss Black	1	
MNEP2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss White	1	
MNER2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gold	1	
MR3Y2LL/A	Beats Solo3 Wireless On-Ear Headphones - Matte Gold	1	
MR3T2LL/A	Beats Solo3 Wireless On-Ear Headphones - Matte Silver	1	
MPXH2LL/A	Beats Solo3 Wireless On-Ear Headphones - Neighborhood Collection - Asphalt Gray	1	
MNET2LL/A	Beats Solo3 Wireless On-Ear Headphones - Rose Gold	1	
MNEQ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Silver	1	
MRQC2LL/A	Beats Solo3 Wireless On-Ear Headphones - The Beats Decade Collection - Defiant Black-Red	1	
MQCY2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Blue	1	
MQ562LL/A	Beats Studio3 Wireless Over-Ear Headphones - Matte Black	1	
MQD02LL/A	Beats Studio3 Wireless Over-Ear Headphones - Red	1	
MQUF2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Shadow Gray	1	
MRQ82LL/A	Beats Studio3 Wireless Over-Ear Headphones - The Beats Decade Collection - Defiant Black-Red	1	
MQ572LL/A	Beats Studio3 Wireless Over-Ear Headphones - White	1	
MQUG2LL/A	Beats Studio3 Wireless Over-Ear Headphones - Porcelain Rose	1	
Beats Speakers			
ML4Q2LL/A	Beats Pill+ Portable Speaker - (PRODUCT)RED	1	
M2LL/A	Beats Pill+ Speaker - Black	1	
M2LL/A	Beats Pill+ Speaker - White	1	
Beats Accessories			
MHE12G/A	Beats Audio Cable	1	
MHDV2G/A	Beats RemoteTalk Cable	1	
Input Devices - Keyboard			
MLA22AC/A	Magic Keyboard - Arabic	1	
MLA22B/A	Magic Keyboard - British English	1	
MLA22EQ/A	Magic Keyboard - Chinese - Traditional Chinese (Cangjie & Zhuyin)	1	
MLA22LCA	Magic Keyboard - Chinese (PinYin)	1	
MLA22DK/A	Magic Keyboard - Danish	1	
MLA22N/A	Magic Keyboard - Dutch	1	
MLA22FC/A	Magic Keyboard - French	1	
MLA22D/A	Magic Keyboard - German	1	
MLA22T/A	Magic Keyboard - Italian	1	
MLA22J/A	Magic Keyboard - Japanese	1	

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<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MLA22KU/A	Magic Keyboard - Korean	1	
MLA22H/A	Magic Keyboard - Norwegian	1	
MLA22PO/A	Magic Keyboard - Portuguese	1	
MLA22RU/A	Magic Keyboard - Russian	1	
MLA22E/A	Magic Keyboard - Spanish	1	
MLA22S/A	Magic Keyboard - Swedish	1	
MLA22SM/A	Magic Keyboard - Swiss	1	
MLA22LL/A	Magic Keyboard - US English	1	
MQ052AC/A	Magic Keyboard with Numeric Keypad - Arabic - Silver	1	
MQ052B/A	Magic Keyboard with Numeric Keypad - British English - Silver	1	
MQ052LC/A	Magic Keyboard with Numeric Keypad - Chinese (PinYin) - Silver	1	
MQ052DK/A	Magic Keyboard with Numeric Keypad - Danish - Silver	1	
MQ052FC/A	Magic Keyboard with Numeric Keypad - French - Silver	1	
MQ052D/A	Magic Keyboard with Numeric Keypad - German - Silver	1	
MQ052T/A	Magic Keyboard with Numeric Keypad - Italian - Silver	1	
MQ052J/A	Magic Keyboard with Numeric Keypad - Japanese - Silver	1	
MQ052KU/A	Magic Keyboard with Numeric Keypad - Korean - Silver	1	
MQ052PO/A	Magic Keyboard with Numeric Keypad - Portuguese - Silver	1	
MQ052RS/A	Magic Keyboard with Numeric Keypad - Russian - Silver	1	
MQ052E/A	Magic Keyboard with Numeric Keypad - Spanish - Silver	1	
MQ052SM/A	Magic Keyboard with Numeric Keypad - Swiss - Silver	1	
MQ052EQ/A	Magic Keyboard with Numeric Keypad - Traditional Chinese (Cangjie & Zhuyin) - Silver	1	
MQ052LL/A	Magic Keyboard with Numeric Keypad - US English - Silver	1	
MRMH2AC/A	Magic Keyboard with Numeric Keypad - Arabic - Space Gray	1	
MRMH2B/A	Magic Keyboard with Numeric Keypad - British English - Space Gray	1	
MRMH2LC/A	Magic Keyboard with Numeric Keypad - Chinese (PinYin) - Space Gray	1	
MRMH2DK/A	Magic Keyboard with Numeric Keypad - Danish - Space Gray	1	
MRMH2FC/A	Magic Keyboard with Numeric Keypad - French - Space Gray	1	
MRMH2D/A	Magic Keyboard with Numeric Keypad - German - Space Gray	1	
MRMH2T/A	Magic Keyboard with Numeric Keypad - Italian - Space Gray	1	
MRMH2J/A	Magic Keyboard with Numeric Keypad - Japanese - Space Gray	1	
MRMH2KU/A	Magic Keyboard with Numeric Keypad - Korean - Space Gray	1	
MRMH2PO/A	Magic Keyboard with Numeric Keypad - Portuguese - Space Gray	1	
MRMH2RS/A	Magic Keyboard with Numeric Keypad - Russian - Space Gray	1	
MRMH2E/A	Magic Keyboard with Numeric Keypad - Spanish - Space Gray	1	
MRMH2SM/A	Magic Keyboard with Numeric Keypad - Swiss - Space Gray	1	
MRMH2EQ/A	Magic Keyboard with Numeric Keypad - Traditional Chinese (Cangjie & Zhuyin) - Space Gray	1	
MRMH2LL/A	Magic Keyboard with Numeric Keypad - US English - Space Gray	1	
Input Devices - IOS			
MRS52ZM/A	Apple Pencil Case (PRODUCT)RED	1	
MQ0X2ZM/A	Apple Pencil Case - Black	1	
MRFN2ZM/A	Apple Pencil Case - Electric Blue	1	
MQ0W2ZM/A	Apple Pencil Case - Midnight Blue	1	
MQ0V2ZM/A	Apple Pencil Case - Saddle Brown	1	
MRFP2ZM/A	Apple Pencil Case - Soft Pink	1	
MK0C2AM/A	Apple Pencil	1	
MLUN2AM/A	Apple Pencil Tips - 4 Pack	1	
MR9P2LL/A	Beddit 3 Sleep Monitor	1	
MLA22AB/A	Smart Keyboard for 10.5-inch iPad Pro - Arabic	1	
MLA22H2B/A	Smart Keyboard for 10.5-inch iPad Pro - British English	1	
MPTL2LC/A	Smart Keyboard for 10.5-inch iPad Pro - Chinese (Pinyin)	1	

Pricing shall be as set forth on the application Apple price list in effect on the date Purchaser's order is accepted BY Apple. Please refer to the link below for Apple's Price List:
<http://apple.com/education/store>.

Part Number	Description	Qty.	Price
MPTL2DK/A	Smart Keyboard for 10.5-inch iPad Pro - Danish	1	
MPTL2F/A	Smart Keyboard for 10.5-inch iPad Pro - French	1	
MPTL2D/A	Smart Keyboard for 10.5-inch iPad Pro - German	1	
MPTL2T/A	Smart Keyboard for 10.5-inch iPad Pro - Italian	1	
MPTL2J/A	Smart Keyboard for 10.5-inch iPad Pro - Japanese	1	
MPTL2KU/A	Smart Keyboard for 10.5-inch iPad Pro - Korean (US/JP)	1	
MPTL2PO/A	Smart Keyboard for 10.5-inch iPad Pro - Portuguese	1	
MPTL2RS/A	Smart Keyboard for 10.5-inch iPad Pro - Russian	1	
MPTL2E/A	Smart Keyboard for 10.5-inch iPad Pro - Spanish	1	
MPTL2SW/A	Smart Keyboard for 10.5-inch iPad Pro - Swiss	1	
MPTL2EQ/A	Smart Keyboard for 10.5-inch iPad Pro - Traditional Chinese (Cangjie & Zhuyin)	1	
MPTL2LL/A	Smart Keyboard for 10.5-inch iPad Pro - US English	1	
MNKT2AB/A	Smart Keyboard for 12.9-inch iPad Pro - Arabic	1	
MNKT2B/A	Smart Keyboard for 12.9-inch iPad Pro - British English	1	
MNKT2LC/A	Smart Keyboard for 12.9-inch iPad Pro - Chinese (Pinyin)	1	
MNKT2DK/A	Smart Keyboard for 12.9-inch iPad Pro - Danish	1	
MNKT2F/A	Smart Keyboard for 12.9-inch iPad Pro - French	1	
MNKT2D/A	Smart Keyboard for 12.9-inch iPad Pro - German	1	
MNKT2T/A	Smart Keyboard for 12.9-inch iPad Pro - Italian	1	
MNKT2J/A	Smart Keyboard for 12.9-inch iPad Pro - Japanese	1	
MNKT2KU/A	Smart Keyboard for 12.9-inch iPad Pro - Korean	1	
MNKT2PO/A	Smart Keyboard for 12.9-inch iPad Pro - Portuguese	1	
MNKT2RS/A	Smart Keyboard for 12.9-inch iPad Pro - Russian	1	
MNKT2E/A	Smart Keyboard for 12.9-inch iPad Pro - Spanish	1	
MNKT2SF/A	Smart Keyboard for 12.9-inch iPad Pro - Swiss	1	
MNKT2EQ/A	Smart Keyboard for 12.9-inch iPad Pro - Traditional Chinese (Cangjie & Zhuyin)	1	
MU9R2LL/A	Smart Keyboard for 12.9-inch iPad Pro - US English	1	
Input Devices - Mac			
MLA02LL/A	Apple Magic Mouse 2 - Silver	1	
MRME2LL/A	Magic Mouse 2 - Space Gray	1	
MU2R2LL/A	Apple Magic Trackpad 2 - Silver	1	
MRMF2LL/A	Apple Magic Trackpad 2 - Space Gray	1	
MM4T2AM/A	Apple Remote	1	
iOS Device Accessories			
MD836LL/A	Apple 12W USB Power Adapter	1	
MA591G/C	Apple 30-pin to USB Cable	1	
MC552AM/B	Apple 30-pin to VGA Adapter	1	
MD810LL/A	Apple 5W USB Power Adapter	1	
MC748AM/A	Apple Composite AV Cable (30-pin)	1	
MA854G/A	Apple iPhone TTY Adapter	1	
MNN62AM/A	iPhone Lightning Dock - Black	1	
MQHX2AM/A	iPhone Lightning Dock - Gold	1	
ML8J2AM/A	iPhone Lightning Dock - Silver	1	
ML8H2AM/A	iPhone Lightning Dock - Space Gray	1	
MGRM2AM/A	iPhone Lightning Dock - White	1	
MMX62AM/A	Lightning to 3.5 mm Headphone Jack Adapter	1	
MD826AM/A	Lightning to Digital AV Adapter	1	
MD820AM/A	Lightning to Micro USB Adapter	1	
ML8J2AM/A	Lightning to SD Card Camera Reader	1	
ML8W2AM/A	Lightning to USB 3 Camera Adapter	1	
ME291AM/A	Lightning to USB Cable (0.5 m)	1	



Terms and Conditions Summary

Glendale Unified School District ("District") Bid for Products, Services, and Related Items ("RFP")

For the purposes of Apple Inc.'s ("Apple") response to this RFP, "Proposal" shall mean the entirety of Apple's response to the RFP including all exhibits and attachments.

Apple's failure to explicitly take exception to any terms in the RFP shall not be construed as Apple's acceptance of the RFP or any terms therein.

Apple agrees to furnish products and services to District in accordance with the terms and conditions of the documents listed below. In the event of a conflict or inconsistency among the following documents, the following order of precedence shall apply:

1. Education/State & Local Government Purchase Agreement ("EDU/SLG");
2. Apple Professional Services Agreement ("PSA");
3. this Terms and Conditions Summary, including Exceptions and Clarifications;
4. and RFP.

For the avoidance of doubt, the terms and conditions of the RFP as modified by Apple's Proposal shall not replace, amend or otherwise modify any of the terms and conditions of the EDU/SLG and/or PSA.

An award of the RFP by District to Apple and/or submission of a purchase order by District shall constitute the full and binding acceptance of the EDU/SLG, PSA, and this Terms and Conditions Summary. Any other terms or conditions set forth in a purchase order issued by District in connection herewith are hereby rejected by Apple and shall have no force or effect.

Apple's Proposal is valid for sixty (60) days from the date of submission. Please note that all products sold by Apple are subject to availability. Apple reserves the right to accept or decline any order, in whole or in part.



Exceptions and Clarifications

Words/phrases in **bold** are to be added; those ~~stricken through~~ are to be deleted.

Provision: Page 6, 8. Cancellation For Insufficient Or Non-Appropriated Funds. The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

Response: Apple accepts this provision with the requirement that Glendale USD shall promptly notify Apple of insufficient funds as soon as practical in order to minimize work done and/or services provided for which there is no funding.

Provision: Page 7, 9. Required Delivery Dates (ROD). Actual delivery of the equipment or services shall be coordinated with the District. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B., Destination.

Response: Apple accepts this provision provided the following change is made: Actual delivery of the equipment or services shall be coordinated with the District. Upon award of bid, supplier **to the best of its ability** shall keep sufficient stocks of product and service material to insure prompt delivery and services schedules. There shall be no minimum quantities required in order for the District to place orders for needed items. Bid all items F. O. B. ~~Destination.~~ **Origin.**

Provision: Page 8, 21. Technology Clause. As technology advances, it is understood that improved or enhanced products may supersede existing products in both price and performance and yet be essentially similar. This request for bids seeks to address the rapid advances in technology by allowing functionally similar or identical products that may be introduced in the future, during the term of this bid, to be included under the general umbrella of compatible product lines and are thus specifically included in this bid document.

Response: Apple accepts this provision with the following assumption: In addition to functionally similar or identical products, any new product categories shall also be available for purchase as soon as they are listed on the then current authorized Apple Price List.



Additional Contractual Documents

- Education/State and Local Government Purchase Agreement
- Apple Professional Services Agreement
- Piggyback Consent Form



Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed-services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to



processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders

Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery

3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment

3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off

(statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns

Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support

Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality



4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty

The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third

party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R. § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R. § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars (\$300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,



INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name

Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software

Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions

Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re-export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 **Term** Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the

Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause

Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement

Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-60PS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple

Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.



11.4 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement

Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military

authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature

Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.



Customer

Apple Inc.

SIGNATURE:

SIGNATURE:

PRINT NAME:

PRINT NAME:

PRINT TITLE:

PRINT TITLE:

DATE:

DATE:

DEPARTMENT:



Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance

Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services

Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.



3.2 Payment

Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services

Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related



settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein

During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience

This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause

Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination

If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival

All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.



12. General

12.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.

12.8 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers

A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.



12.10 Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance

Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations

Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction

Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers

Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer	Apple Inc.
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DEPT: _____
	EFFECTIVE DATE: _____



Exhibit A Customer Statement of Work (Sample)

Apple Inc. ("Apple") and _____ ("Customer") have entered into a Professional Services Agreement ("Agreement"). Apple and Customer agree that Apple will provide Services as described in this Statement of Work in accordance with the terms set forth in the Agreement. This Statement of Work is effective when signed by Customer and Apple.

I. Introduction:

Project name:

Project number:

Title/Name of SOW:

SOW ID Number:

SOW Effective Date/Start Date:

Business Owners:

- Apple Account Executive:
- Apple Systems Engineer:
- Apple Professional Services Manager:

Bill To Address:

Deliver To Address:

Project Manager(s):

- Apple Project Manager:
- Customer Project Manager:

Project Objective: Project Objective is a short statement condensing the scope of the project, its schedule and resource(s) to be used.

II. Project Description/Description of Services

A. Scope of Statement of Work:

General description of what the project will and will not include.

B. Term of Statement of Work:

Estimated Start Date: [Enter date] Estimated Completion Date: [Enter date]

III. Development and Implementation Approach

A. Basic Approach:

Methodology or strategy by which an engagement/project will be executed. If the SOW covers multiple releases of functionality, that will be outlined here.

B. Summary of Services Components and Deliverables:

Service Components	Deliverables
Example: 4 hours of Instructional service	Example: A 4 hour workshop for School X Content Creators and IS Staff

C. Project Schedule/Major Milestones:

D. Project Organization:

High-level description of project organization.

E. Project Roles and Responsibilities:

F. Reporting:

Explanation of how the Project Status will be tracked and reported.

G. Project Risks and Assumptions:

Identification of known and/or potential barriers or boundaries as they relate to the work effort covered by this SOW.

H. Changes of Scope:

Any modifications or changes to the services outlined in the original signed SOW must be approved in writing by both Parties. Such writing may take the form of a Change Request Form presented to Customer by Apple.

IV. Project Resources and Prices:

A. Service Rates, Expenses and Totals:



Part Number	Description	Total
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
[Enter Part#]	[Enter Description]	\$ [Enter Amount]
Total Fees and Expenses		\$ [Enter Amount]

B. Authorized Service Fees and Expenses (if any):

Enter \$ Amount authorized by Institution.

V. Statement of Work Approval Signatures:

Customer

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Apple Inc.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

EFFECTIVE DATE: _____



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

	"Customer"	"Apple"
Name of Institution:		Apple Inc.
Address:		One Apple Park Way,
City, State, Zip:		Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and fax the completed and executed Consent Form to Apple at 800.590.0325 within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Title

Name

Date

ATTACHMENT B
MASTER LEASE PURCHASE AGREEMENT

(The Glendale USD Contract shall control to the extent any of the items or designations herein are inconsistent therewith.)



Master Lease Purchase Agreement
D.U.S.D. Agreement No. 201920-254

This Master Lease Purchase Agreement dated as of March 2, 2020 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Downey Unified School District ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to

which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241

BY: _____

BY: _____
Christina Aragon

TITLE: _____

TITLE: _____
Associate Superintendent, Business Services

FED TAX ID#: _____
95-6006586

EXHIBIT A**Schedule No. 1 Dated 3/2/2020 to Master Lease Purchase Agreement Dated 3/2/2020**

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated 3/2/2020 ("Master Lease"), and is effective as of 3/2/2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	3/2/2020					\$3,159,800.00
1	7/15/2020	\$789,950.00	\$0.00	\$789,950.00	\$2,417,247.00	\$2,369,850.00
2	7/15/2021	\$789,950.00	\$0.00	\$789,950.00	\$1,611,498.00	\$1,579,900.00
3	7/15/2022	\$789,950.00	\$0.00	\$789,950.00	\$805,749.00	\$789,950.00
4	7/15/2023	\$789,950.00	\$0.00	\$789,950.00	\$0.00	\$0.00
Totals:		\$3,159,800.00	\$0.00	\$3,159,800.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$3,087,507.02 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.2500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **3/2/2020**

LESSOR: **APPLE INC.**

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

LESSEE: **DOWNEY UNIFIED SCHOOL DISTRICT**

SIGNATURE: X _____

NAME / TITLE: X Christina Aragon, Associate Supt. Business Services

DATE: X February 18, 2020

Pmt #	Payment Date	Payment Amount	Interest	Principal	Outstanding Balance
	3/2/2020				\$3,087,507.02
1	7/15/2020	\$789,950.00	\$14,258.28	\$775,691.72	\$2,311,815.30
	2020 Totals	\$789,950.00	\$14,258.28	\$775,691.72	
2	7/15/2021	\$789,950.00	\$28,897.69	\$761,052.31	\$1,550,762.99
	2021 Totals	\$789,950.00	\$28,897.69	\$761,052.31	
3	7/15/2022	\$789,950.00	\$19,384.54	\$770,565.46	\$780,197.53
	2022 Totals	\$789,950.00	\$19,384.54	\$770,565.46	
4	7/15/2023	\$789,950.00	\$9,752.47	\$780,197.53	\$0.00
	2023 Totals	\$789,950.00	\$9,752.47	\$780,197.53	
Totals:		\$3,159,800.00	\$72,292.98	\$3,087,507.02	Rate 1.2500%

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated 3/2/2020

Details & Comments	Qty
10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: BP832LL/A	905
10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: MW7L2LL/A Quantity: 9,050	
10.2-inch iPad Wi-Fi 128GB – Silver (10-pack) Part Number: BP8C2LL/A	45
10.2-inch iPad Wi-Fi 128GB – Silver (10-pack) Part Number: MW7Q2LL/A Quantity: 450	

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B**ACCEPTANCE CERTIFICATE**

Re: Schedule No. 1, dated March 2, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of March 2, 2020, between Apple Inc., as Lessor, and Downey Unified School District, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X _____

PLEASE RETURN PAYMENT REQUEST TO:
 APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

INTERNAL ESCROW LETTER

(To be used with Partial Acceptance Certificate if Applicable)

March 2, 2020

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule No. 1 dated March 2, 2020 to Master Lease Purchase Agreement dated March 2, 2020 (the "Lease") by and between Downey Unified School District and Apple Inc.

Ladies and Gentlemen:

We, Downey Unified School District ("Lessee"), have entered into the above referenced Lease with you, Apple Inc. ("Lessor"), for the purpose of financing computers (the "Equipment") in the amount of \$3,087,507.02 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$_____ (the "Funded Amount") and that Lessor retain \$_____ (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be retained by Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Downey Unified School District

Signature: _____

Name/Title: Christina Aragon, Associate Supt. Business Services

Date: _____

EXHIBIT C**INCUMBENCY CERTIFICATE****Schedule No. 1 to Master Lease Purchase Agreement dated March 2, 2020**

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X D. Mark Morris, Clerk, Board of Education, Downey Unified School District

Date: X February 18, 2020

**(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER
OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD
CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)**

EXHIBIT D**BANK QUALIFIED DESIGNATION****Schedule No. 1 to Master Lease Purchase Agreement Dated March 2, 2020**

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:

- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
- Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
- The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
- The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
- Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

☒ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **Downey Unified School District**

Signature: **X** _____

Printed Name/Title: **X Christina Aragon, Associate Supt. Business Services**

Date: **X** _____ **February 18, 2020**

EXHIBIT E**LEASE PAYMENT INSTRUCTIONS**

Pursuant to the Master Lease Purchase Agreement dated March 2, 2020 (the "Master Lease"), Schedule No. 1, between Apple Inc. (the "Lessor") and Downey Unified School District (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: Downey Unified School District

TAX ID#: 95-6006586

INVOICE MAILING ADDRESS: 11627 Brookshire Avenue, Downey, CA 90241

Mail invoices to the attention of: Accounts Payable Department
Phone (562)469-6622
Fax (562)469-6525
Email: accountspayable@dusd.net

Approval of Invoices required by: Mr. Chris Nezzar, CTO
Phone (562)469-6901
Fax (562)469-6910
Email: cnezzar@dusd.net

Accounts Payable Contact: _____
Phone (562)469-6622
Fax (562)469-6525
Email: accountspayable@dusd.net

Processing time for Invoices: 30 days Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes X PO# TBD

Do your Purchase order numbers change annually? No X Yes ___ Processing time for new purchase orders: _____

LESSEE: Downey Unified School District

SIGNATURE: X _____

NAME / TITLE: X Christina Aragon, Associate Supt. Business Services

DATE: X February 18, 2020

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

Downey Unified School District

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

Alliance of Schools for Cooperative Insurance Programs

16550 Bloomfield Avenue

Cerritos, CA 90703

- 2) Property Damage & Loss Coverage -

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **APPLE INC. and its Assigns** named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT G

(To be printed on Attorney's Letterhead)

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule No. 1, dated March 2, 2020 to Master Lease Purchase Agreement dated as of March 2, 2020 between Apple Inc., as Lessor, and Downey Unified School District, as Lessee.

Ladies and Gentlemen:

As legal counsel to Downey Unified School District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement dated as of March 2, 2020 and Exhibits thereto (collectively, the "Agreement") by and between Apple Inc. (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 1 dated March 2, 2020 (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a city, county, school district, special district or other local government unit under the laws of the State of California, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (4) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name
Signature

Instructions for 8038-G:

Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed \$10,000,000.]

Lines 41a-41d and 42:

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

REF# 102781

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Downey Unified School Districtg		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 11627 Brookshire Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Downey, CA 90241		7 Date of issue March 2, 2020
8 Name of issue Schedule No. 1 dated 3/2/2020 to Master Lease Purchase Agreement dated 3/2/2020		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	\$3,087,507	02
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/15/2023	\$ 3,087,507.02	\$ N/A	3.37 years	1.2500 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ► Pinnacle Public Finance			Firm's EIN ► 27-3119149	
Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

**Amendment No. 1 to
Master Lease Purchase Agreement dated March 2, 2020
by and between
Apple Inc. ("Lessor")
and
Downey Unified School District ("Lessee")**

Apple Inc. ("Lessor") and Downey Unified School District ("Lessee") hereby enter into this amendment ("Amendment") which modifies the Master Lease Purchase Agreement ("Master Lease") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease.

NOW, THEREFORE, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. *Amendment to Section 5 of the Master Lease.* Section 5 of the Master Lease entitled "Lease Payments" is hereby amended by changing the default rate from 12% to 5%.

2. *Effective Date.* This Amendment is executed to be effective March 2, 2020.

3. *Original Master Agreement Otherwise to Remain in Full Force and Effect.* All terms and conditions of the Master Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

IN WITNESS WHEREOF, the fully authorized representatives of the parties have executed this Amendment as of March 2, 2020.

LESSOR: Apple Inc.

By: _____

Title: _____

LESSEE: Downey Unified School District

By: _____
Christina Aragon

Title: Associate Superintendent, Business Services

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: _____ between **Downey Unified School District** (the "District" or the "Owner") and **Apple, Inc.**, (the "Vendor" or "Bidder") _____, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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 Vendor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Vendor shall certify that it will provide a drug-free workplace by doing all of the following:

1. 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;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, 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 substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to 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: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Vendor and its employees will be providing services for the District, and because the Vendor's work may disturb lead-containing building materials, **VENDOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Vendor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE VENDOR.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between Downey Unified School District (the "District" or the "Owner") and Apple, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR

☐ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 201920-09

RESOLUTION OF THE BOARD OF EDUCATION OF THE
DOWNEY UNIFIED SCHOOL DISTRICT AUTHORIZING
PURCHASE OF APPLE IPADS FROM APPLE, INC.

WHEREAS, the Downey Unified School District ("District") desires to purchase computer equipment, technical improvements, with appurtenant warranties and insurance ("Equipment") for the District's students, teachers, and staff; and

WHEREAS, the District has maintained at its sites a computer system based on an Apple Inc. ("Apple") platform; and

WHEREAS, the District's Technology Department has determined that Apple iPads are the best and most appropriate computer platforms to provide to the students, teachers, and staff to facilitate communication and seamless performance through the District's existing Apple platform; and

WHEREAS, although Apple has licensed resellers, Apple retains the exclusive right to sell its products to educational institutions; and

WHEREAS, District staff believes that the price, terms and conditions of the purchase of the Equipment from Apple are favorable to the District and are in the best interests of the District; and

WHEREAS, District staff believes that Apple's purchase price of \$3,087,502.02 for the Equipment is reasonable; and

WHEREAS, Public Contract Code section 20111 states that a school district is required to competitively bid any purchase of equipment with a contract value over \$95,200; and

WHEREAS, notwithstanding Public Contract Code section 20111, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any advantage . . . the statute requiring competitive bidding does not apply." Hiller v. City of Los Angeles (1961) 197 Cal.App.2d 685, 694; and

WHEREAS, publicly bidding the purchase of the Equipment will not affect the final result because the only possible provider is Apple; and

WHEREAS, publicly bidding the purchase of the Equipment will not produce an advantage to the District;

NOW THEREFORE, THE BOARD OF EDUCATION OF THE DOWNEY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND FINDS AS FOLLOWS:

1. That the foregoing recitals are true.
2. That the District's superintendent and/or his designee is authorized to enter into a Master Lease Purchase Agreement with Apple, Inc. for the Equipment for a total purchase price of \$3,087,507.02 from Apple, Inc., and to take all steps and perform all actions necessary to execute and implement the purchase of the Equipment from Apple, Inc.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Downey Unified School District on this 18th day of February 2020, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Governing Board of the
Downey Unified School District

Attested to:

Clerk of the Governing Board of the
Downey Unified School District



Master Lease Purchase Agreement
D.U.S.D. Agreement No. 201920-254

This Master Lease Purchase Agreement dated as of March 2, 2020 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Downey Unified School District ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to

which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. ***Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.***

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

LESSEE: DOWNEY UNIFIED SCHOOL DISTRICT
11627 Brookshire Avenue
Downey, CA 90241

BY: _____

BY: _____
Christina Aragon

TITLE: _____

TITLE: _____
Associate Superintendent, Business Services

FED TAX ID#: _____
95-6006586

EXHIBIT A**Schedule No. 1 Dated 3/2/2020 to Master Lease Purchase Agreement Dated 3/2/2020**

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated 3/2/2020 ("Master Lease"), and is effective as of 3/2/2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
QTY	EQUIPMENT DESCRIPTION
	Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	3/2/2020					\$3,159,800.00
1	7/15/2020	\$789,950.00	\$0.00	\$789,950.00	\$2,417,247.00	\$2,369,850.00
2	7/15/2021	\$789,950.00	\$0.00	\$789,950.00	\$1,611,498.00	\$1,579,900.00
3	7/15/2022	\$789,950.00	\$0.00	\$789,950.00	\$805,749.00	\$789,950.00
4	7/15/2023	\$789,950.00	\$0.00	\$789,950.00	\$0.00	\$0.00
Totals:		\$3,159,800.00	\$0.00	\$3,159,800.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$3,087,507.02 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.2500% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: **3/2/2020**

LESSOR: **APPLE INC.**

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

LESSEE: **DOWNEY UNIFIED SCHOOL DISTRICT**

SIGNATURE: X _____

NAME / TITLE: X Christina Aragon, Associate Supt. Business Services

DATE: X February 18, 2020

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 1
under Master Lease Purchase Agreement dated 3/2/2020

Details & Comments	Qty
10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: BP832LL/A	905
10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack) Part Number: MW7L2LL/A Quantity: 9,050	
10.2-inch iPad Wi-Fi 128GB – Silver (10-pack) Part Number: BP8C2LL/A	45
10.2-inch iPad Wi-Fi 128GB – Silver (10-pack) Part Number: MW7Q2LL/A Quantity: 450	

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT B**ACCEPTANCE CERTIFICATE**

Re: Schedule No. 1, dated March 2, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of March 2, 2020, between Apple Inc., as Lessor, and Downey Unified School District, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above.

Payee Name: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X _____

PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255

INTERNAL ESCROW LETTER

(To be used with Partial Acceptance Certificate if Applicable)

March 2, 2020

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, Arizona 85255

Re: Schedule No. 1 dated March 2, 2020 to Master Lease Purchase Agreement dated March 2, 2020 (the "Lease") by and between Downey Unified School District and Apple Inc.

Ladies and Gentlemen:

We, Downey Unified School District ("Lessee"), have entered into the above referenced Lease with you, Apple Inc. ("Lessor"), for the purpose of financing computers (the "Equipment") in the amount of \$3,087,507.02 (the "Financed Amount"). Lessee hereby requests that Lessor fund to the vendor of such Equipment the amount of \$ _____ (the "Funded Amount") and that Lessor retain \$ _____ (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be retained by Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Downey Unified School District

Signature: _____

Name/Title: Christina Aragon, Associate Supt. Business Services

Date: _____

EXHIBIT C

INCUMBENCY CERTIFICATE

Schedule No. 1 to Master Lease Purchase Agreement dated March 2, 2020

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Downey Unified School District**

Signature: **X** _____

Printed Name/Title: **X D. Mark Morris, Clerk, Board of Education, Downey Unified School District**

Date: **X** _____ February 18, 2020

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

EXHIBIT D**BANK QUALIFIED DESIGNATION**

Schedule No. 1 to Master Lease Purchase Agreement Dated March 2, 2020

Lessee hereby represents and certifies the following (please check one):

Bank Qualified

- ☐ Lessee has designated, and hereby designates, this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Lessee hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as "qualified tax-exempt obligations";
 - Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the current calendar year will not exceed \$10,000,000;
 - The Lease will not be at any time a "private activity bond" as defined in Section 141 of the Code;
 - The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
 - Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

- ☒ Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

LESSEE: **Downey Unified School District**

Signature: X _____

Printed Name/Title: X Christina Aragon, Associate Supt. Business Services

Date: X _____ February 18, 2020

EXHIBIT E**LEASE PAYMENT INSTRUCTIONS**

Pursuant to the Master Lease Purchase Agreement dated March 2, 2020 (the "Master Lease"), Schedule No. 1, between Apple Inc. (the "Lessor") and Downey Unified School District (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: Downey Unified School District

TAX ID#: 95-6006586

INVOICE MAILING ADDRESS: 11627 Brookshire Avenue, Downey, CA 90241

Mail invoices to the attention of: Accounts Payable Department
Phone: (562)469-6622
Fax: (562)469-6525
Email: accountspayable@dusd.net

Approval of Invoices required by: Mr. Chris Nezzer, CTO
Phone: (562)469-6901
Fax: (562)469-6910
Email: cnezzer@dusd.net

Accounts Payable Contact: _____
Phone: (562)469-6622
Fax: (562)469-6525
Email: accountspayable@dusd.net

Processing time for Invoices: 30 days Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes X PO# TBD

Do your Purchase order numbers change annually? No X Yes ___ Processing time for new purchase orders: _____

LESSEE: Downey Unified School District

SIGNATURE: X _____

NAME / TITLE: X Christina Aragon, Associate Supt. Business Services

DATE: X February 18, 2020

EXHIBIT F
INSURANCE COVERAGE REQUIREMENTS

Downey Unified School District

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) Property Damage & Loss Coverage -

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **APPLE INC. and its Assigns** named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
 8377 East Hartford Drive, Suite 115
 Scottsdale, AZ 85255

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

EXHIBIT G

(To be printed on Attorney's Letterhead)

Apple Inc.
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

Re: Schedule No. 1, dated March 2, 2020 to Master Lease Purchase Agreement dated as of March 2, 2020 between Apple Inc., as Lessor, and Downey Unified School District, as Lessee.

Ladies and Gentlemen:

As legal counsel to Downey Unified School District (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement dated as of March 2, 2020 and Exhibits thereto (collectively, the "Agreement") by and between Apple Inc. (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 1 dated March 2, 2020 (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a city, county, school district, special district or other local government unit under the laws of the State of California, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (4) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name
Signature

Instructions for 8038-G:
Updated for use with September, 2018 form

The below described lines need to be completed by the Lessee:

- Line 2:** **Enter the EIN number of the Issuer (Lessee)**
An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:** **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:** **Bank Qualified Designation**
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:** **Hedges**
If the issuer (Lessee) has identified a hedge, this section must be completed.
- Line 43:** **Written procedures regarding Remediation of Non-Qualified Bonds**
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:** **Written procedures to monitor Section 148 of the Code**
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:** **Reimbursement**
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:** **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.

REF # 102781

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name Downey Unified School District		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 11627 Brookshire Avenue	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Downey, CA 90241		7 Date of issue March 2, 2020
8 Name of issue Schedule No. 1 dated 3/2/2020 to Master Lease Purchase Agreement dated 3/2/2020		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	\$3,087,507	02
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/15/2023	\$ 3,087,507.02	\$ N/A	3.37 years	1.2500 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name Michael Krahenbuhl	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN PO1850365
Firm's name ► Pinnacle Public Finance			Firm's EIN ► 27-3119149	
Firm's address ► 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255			Phone no. 480-419-4800	

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Assistant Superintendent, Secondary Educational Services
Prepared by John Harris, Director, College and Career Readiness, and
Karlin LaPorta, Teacher Specialist

SUBJECT: APPROVE PROPOSED COURSE OF STUDY, 2020-21

The Board of Education is requested to approve the 2020-21 Proposed Course of Study for the middle and high schools.

MIDDLE SCHOOL

The proposed Course of Study at the middle school level in the 2020-21 school year includes recommendations from the Curriculum Committee in the Visual and Performing Arts area.

1. Within the Visual and Performing Arts Department, add *Music Appreciation*. This course is a one semester elective that will expose students to various musical styles produced from different cultures and time periods. Students will gain knowledge, awareness, understanding and appreciation of different kinds of music and will develop critical thinking and analytical skills while discussing various elements of music.

HIGH SCHOOL

The proposed Course of Study at the high school level in the 2020-21 school year includes recommendations from the Curriculum Committee in the areas of English, Math, Science, and Interdisciplinary.

1. Within the English Department, add *Public Speaking and Mass Media Communications*. This is a year-long, college preparatory course that will focus on the skills needed for students to become successful public speakers and communicators through a variety of mediums. *Public Speaking and Mass Media Communications* will provide Warren High School students with the communication skills needed to be successful in the 21st Century. This course is designed to meet the University of California English (b)-list entrance requirement.
2. Within the Math Department, add *Mathematical Reasoning with Connections (MRWC)*. MRWC is a new fourth year high school mathematics course designed to prepare students for the expectations and rigor of college mathematics courses. It reinforces and builds on mathematical topics and skills developed in Integrated I-III (or Algebra I-II and Geometry) and is designed as a bridge to college mathematics courses required in either STEM or non-STEM majors. This course meets the University of California (c)-list Math entrance requirements.

3. Within the Science Department, add *Marine Biology* and *The Living Earth*.
 - a. *Marine Biology* is a lab-based science class that focuses on life in the ocean. Students will learn about several topics such as: marine mammals, marine invertebrates, marine fishes, marine plants and algae, marine ecology, wetlands ecology, watersheds, chemical and physical features of the ocean, and human impacts on the ocean environment around the world. This course is designed to meet the University of California (d)-list science entrance requirements.
 - b. *The Living Earth* is a year-long course that will explore biological and earth science concepts from a phenomenon-based approach. In this lab-based NGSS course, the focus will be the performance expectations of 'life science' and 'Earth and space science' to deepen student understanding of life on Earth and the interactions between the biotic and abiotic systems. This course is designed to meet the University of California (d)-list science entrance requirements.
4. Within the Interdisciplinary Department, add *Food Science, Dietetics and Nutrition* and *Student Voice I*.
 - a. *Food Science, Dietetics and Nutrition* is a year-long, introductory level college prep course. In *Food Science, Dietetics and Nutrition*, students will learn about the science of food and its relationship to the health and well-being of individuals. This course meets the University of California (g)-list elective entrance requirements.
 - b. *Student Voice I* is a year-long, introductory level, theory-based college preparation course. This course introduces students to Youth-led Participatory Action Research (YPAR), an evidence-based research approach to positive youth development, service learning, civic engagement and social justice for youth. This course meets the University of California (g)-list elective entrance requirements.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the proposed 2020-21 Course of Study for the middle and high schools.

MIDDLE SCHOOL COURSE OF STUDY, 2020-21

VISUAL & PERFORMING ARTS

Course Title: *Music Appreciation* (Semester Elective)

Grade Level: 7, 8

Prerequisites: None

Course Description:

Music Appreciation is a one semester elective that will expose students to various musical styles produced from different cultures and time periods. Students will gain knowledge, awareness, understanding and appreciation of different kinds of music and will develop critical thinking and analytical skills while discussing various elements of music. Through active participation every day, students will increase their knowledge of the musical elements (rhythm, melody, harmony, form, texture and tone color) by speaking, singing, playing instruments and clapping. This course will encourage students to develop a deeper appreciation of music and to analyze the impact of music in their lives.

HIGH SCHOOL COURSE OF STUDY, 2020-21

ENGLISH

Course Title: *Public Speaking and Mass Media Communications* (10 Credits)

Grade Level: 11 - 12

Prerequisites: None

Course Description:

Public Speaking and Mass Media Communications is a year-long, college preparatory course that will focus on two distinct areas of communication. The first semester will focus on skills needed for students to become successful public speakers and communicators. Students will be required to present various speeches with specific criteria to be met as well as completing a written component and evaluation for each speech. Required speeches to be covered include Sales, Pet Peeve, Personal Experience, Demonstration, Impromptu, Oral Interpretation, Informative and the Debate Speech. Researching techniques, MLA and outline formatting are other skills to be mastered in the first semester. The second semester will focus on the study of the communication of Mass Media. Through an overview of each of the major media, students will learn the history and analyze the successful components of each media. Media to be included consists of Newspaper, Magazines, Radio, Television, Film, Internet and Digital Media. Advertising, its effects and various techniques used are also included as a part of the class as well as camera techniques, critical writing and analysis skills and script writing techniques. Students will complete a major project for each of the media covered in class. *Public Speaking and Mass Media Communications* will provide Warren High School students with the communication skills needed to be successful in the 21st Century. This course is designed to meet the University of California English (b)-list entrance requirement.

MATH

Course Title: *Mathematical Reasoning with Connections (MRWC)* (10 Credits)
Grade Level: 12
Prerequisites: C or better in Integrated I-III
Course Description:

Mathematical Reasoning with Connections (MRWC) is a new fourth year high school mathematics course designed to prepare students for the expectations and rigor of college mathematics courses. It reinforces and builds on mathematical topics and skills developed in Integrated I-III (or Algebra I-II and Geometry) and is designed as a bridge to college mathematics courses required in either STEM or non-STEM majors. MRWC is modeled after CSU's ERWC as a rigorous and challenging college prep mathematics course. It is designed to serve the same population as ERWC. The curriculum covers all the option plus standards from Integrated Mathematics III and most of the standards included in the curriculum in the CA Mathematics Framework for Precalculus. It also reorganizes the traditional pathway of topics to facilitate deep conceptual understanding and sense-making. Students explore multiple representations and underlying structures to connect concepts in algebra, geometry, functions, and trigonometry. MRWC embeds the Standards for Mathematical Practice as daily components in exploring concepts and content, with an emphasis on procedural, symbolic, and numerical fluency. Engagement strategies such as mathematical puzzles and group activities promote flexible and strategic thinking and encourage students to critique the reasoning of self and others. This course meets the University of California (c)-list math entrance requirements.

SCIENCE

Course Title: *Marine Biology* (10 Credits)
Grade Level: 11-12
Prerequisites: C or better in Life and Physical Science
Course Description:

Marine Biology is a lab-based science class that focuses on life in the ocean. Students will learn about several topics such as: marine mammals, marine invertebrates, marine fishes, marine plants and algae, marine ecology, wetlands ecology, watersheds, chemical and physical features of the ocean, and human impacts on the ocean environment around the world. Students will interact with these topics by studying them in depth and observing how they are all connected. They will also observe how the organisms that call the ocean home have adapted to be able to live in such a harsh environment. Throughout the course the students will experience the content by conducting investigations, creating creative solutions in collaborative groups, and communicating information publicly to the class and the community. This course is designed to meet the University of California (d)-list science entrance requirements.

SCIENCE

Course Title: *The Living Earth* (10 Credits)

Grade Level: 9 -12

Prerequisites: None

Course Description:

The Living Earth will explore biological and earth science concepts from a phenomenon-based approach. In this lab-based NGSS course, we will incorporate the performance expectations of 'life science' and 'earth and space science' to deepen student understanding of life on Earth and the interactions between the biotic and abiotic systems. Students will connect cross-cutting concepts and utilize science and engineering practices to explain natural phenomena. This course is designed to meet the University of California (d)-list science entrance requirements.

INTERDISCIPLINARY

Course Title: *Food Science, Dietetics and Nutrition* (10 Credits)

Grade Level: 9-12

Prerequisites: None

Course Description:

Food Science, Dietetics and Nutrition is a year-long, introductory level college prep course. In Food Science, Dietetics and Nutrition, students will learn about the science of food and its relationship to the health and well-being of individuals. Students will be instructed in the basic fundamentals of food preparation for all major food groups, including the manner in which ingredients affect the overall product and individual body system, and will put these into practice in a lab setting. Students will gain an understanding of the role nutrients play in the body as well as in the food they eat and will review current US food/health guidelines. In addition, they will understand the ways in which food is converted into energy and the various dangers of over or under eating. Food production methods, from farm to table, will be explored to understand the way in which various production practices affect individual and societal health. Students will also explore a variety of cultures and their cuisines/food practices to understand the way that diet affects the overall public health of different populations throughout the world. This course is based on state and national career and technical education standards, and integrates academic state standards in language arts, math, and social, physical and life sciences. *Food Science, Dietetics and Nutrition* is directly aligned with the District's mission of having our students graduate with a 21st century education that will prepare them to be college and career ready. This course meets the University of California (g)-list elective entrance requirements.

INTERDISCIPLINARY

Course Title: *Student Voice I* (10 Credits)

Grade Level: 9-12

Prerequisites: None

Course Description:

Student Voice I is a year-long, introductory level, theory-based college preparation course. This course introduces students to Youth-led Participatory Action Research (YPAR), an evidence-based research approach to positive youth development, service learning, civic engagement and social justice for youth. The curriculum and coursework build the strengths and skills of youth by researching issues that affect them and empowering them to use the results to transform individuals, groups and communities. YPAR makes it possible for students to conduct their own research to advocate for change to reduce health, cultural, educational and environmental inequities. Over the course of the year, students will learn to engage in decision-making processes that affect their lives, while working to integrate youth voice into their community in a meaningful way. This course meets the University of California (g)-list elective entrance requirements.

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: February 18, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Assistant Superintendent, Secondary Educational Services
Prepared by Robert Jagielski, Ed.D., Sr. Director, Student Safety, Wellness
and Engagement

SUBJECT: APPROVE REVISION OF THE COMPREHENSIVE SCHOOL SAFETY
PLANS FOR THE 2019-20 SCHOOL YEAR

ACTION ITEM

The Comprehensive School Safety Plans were updated by each school site under the supervision of the school principal and School Site Council, which includes parents, students, teachers, administrators, counselors, classified personnel, community agency representatives, including local law enforcement.

Per California Education Code 41020, Board approval of each Comprehensive School Safety Plan needs to be finalized as of March 1, 2020.

The plans have been reviewed for compliance by Downey Unified School District and the Downey Police Department.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the revision of the Comprehensive School Safety Plans for the 2019-20 school year.

Vision, Mission and Shared Values

VISION

All students graduate with a 21st Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

MISSION

Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

SHARED VALUES

STUDENT ACHIEVEMENT

We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.

TEACHING AND LEARNING

We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21st Century Learning.

BEST STAFF AND HIGH STANDARDS

We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.

POSITIVE SCHOOL CULTURE

We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.

CLEAN AND SAFE SCHOOLS

We believe that learning environments must be clean and safe to promote high performance within the school community.

RELATIONSHIPS AND PARTNERSHIPS

We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.

CONTINUOUS IMPROVEMENT

We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.

FISCAL AND OPERATIONAL STEWARDSHIP

We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.

2019-20 BOARD OF EDUCATION GOALS

1. Downey will demonstrate a measurable growth trend of 10% as reflected by the California College and Career Readiness Dashboard. Measurements of focus will include University of California and California State University (UC/CSU) eligibility, Career Technical Education (CTE) Pathway Completion, California State Seal of Bi-literacy eligibility, Smarter Balance Assessment (SBA) (Score 3+), Advanced Placement (AP) participation and score of 3 and above.
2. Downey Unified will continue to enhance Districtwide parent engagement opportunities through parent academies, workshops and the Local Control Accountability Plan (LCAP) process. Continue to partner with all parent advisory groups in building parent capacity and leadership that includes enhancing parent outreach communication through full implementation of the DUSD online app, social media, and site websites.
3. Downey Unified will continue its commitment to student safety, wellness, and engagement via CHARACTER COUNTS!, Positive Behavioral Interventions and Support (PBIS), and other relevant whole child supports including the pursuit and fulfillment to be a National CHARACTER COUNTS! Exemplary School District.
4. Downey Unified will obtain Division of the State Architect (DSA) approval for Doty Middle School, complete modernization of Stauffer Middle School, and work toward completion of modernization at Griffiths and Sussman Middle Schools in order to meet the Fall 2020-2021 construction deadline.
5. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF) and Federal Funding resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.
6. Downey Unified will refine First Best Instruction (FBI) and continue to implement system-wide interventions to support student academic success.
7. Downey Unified will increase zero and seventh period options at the secondary schools and closely follow the progress of SB328 in order to proactively prepare for possible implementation of later start times at the secondary level.
8. Downey Unified will execute the Next Generation Science Standards (NGSS) plan that incorporates professional development and implementation: Elementary- Pilot NGSS curriculum; Middle School- Thematic Design and Common Formative Assessments; High School- Thematic Design, Lab and Rubrics and Common Formative Assessments.
9. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in the Elementary, Middle School, and High School segments.
10. In an effort to reach Downey Unified's goal of 23,000 students by 2021, we will increase marketing and public communication efforts, successfully implement the Global Language Academies of Downey (GLAD) initiative and utilize the enrollment growth committee to generate and explore additional innovative programs at the secondary level; including before and after school care and extended learning options for projected implementation August 2020.