# BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



# AGENDA November 10, 2020 - REGULAR MEETING

**PACE TRAINING CENTER** 

9625 Van Ruiten Street

Bellflower, CA 90706

# **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.



# **Board of Education Meeting**

## 11/10/2020 4:00 PM

### **Pace Training Center**

9625 Van Ruiten Street Bellflower, California 90706

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued June 11, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 3 of California's Pandemic Resilience Roadmap, the Board of Education meeting scheduled for Tuesday, October 6, 2020, at 4:00 p.m. will allow members of the public to participate during the open session of the meeting via teleconference as well as a limited number of in-person attendees (10) within Pace Training Center on a first come, first served basis.

Attend in person, limited number, on a first come, first served basis:

Pace Training Center, 9625 Van Ruiten Street, Bellflower, CA 90706

How to Connect to the Meeting electronically/telephonically:

Special Meeting Zoom Information:

Video Link:

https://dusd-net.zoom.us/j/86805922031?pwd=eVN3SWJOSWNJVS9IVWkvMGhvRWtZdz09 Passcode: 689661

Telephone Number: (408) 638-0968 or (669) 900-6833

Webinar ID: 868 0592 2031

Password: 689661

Public Comment:

Persons who want to comment on topics not included on the agenda or comment on agendized topics who cannot attend in person are invited to submit comments via email to publiccomment1110@dusd.net by Tuesday, November 10, 2020, at 4:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).



#### **AGENDA**

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order issued June 11, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 3 of California's Pandemic Resilience Roadmap, the Board of Education meeting scheduled for Tuesday, November 10, 2020 at 4:00 p.m. will allow members of the public to participate during the open session of the meeting via teleconference as well as a limited number, 10, of in-person attendees within Pace Training Center on a first come, first served basis.

Persons who want to comment on topics not included on the agenda or comment on agendized topics who cannot attend in person are invited to submit comments via email to <u>publiccomment1110@dusd.net</u> by Tuesday, November 10, 2020, at 4:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting room, written documents being discussed at the Board Meeting, or to otherwise participate in Board Meetings, please contact the Superintendent's Office at 562-469-6511 at least 48 hours prior to the meeting to 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 4:00 p.m. on Tuesday, November 10, 2020, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

#### 2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Ms. Nancy A. Swenson, Member of the Board of Education.

#### 3. INVOCATION

Invocation to be delivered by Mrs. Martha E. Sodetani, 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 November 10, 2020.
- 6. APPROVE Official Minutes of the Regular Board of Education Meeting held on October 6, 2020, and the Special Board of Education Meetings held on September 29, 2020 and October 19, 2020, as submitted or with necessary corrections.

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- 7. HEAR a presentation from Wayne Shannon, Ed.D., Assistant Superintendent of Elementary Education, and Jennifer Robbins, Director of Elementary Education, recognizing Ward Elementary School for receiving the National Blue Ribbon Award.
- 8. HEAR a presentation from Phil Davis, Mary R. Stauffer Foundation Board Member, recognizing the 2020 Stauffer Foundation Teacher, Principal and District Grant Awardees.
- 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 the gift donations received through October 2020.

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 RATIFY and/or APPROVE conference attendance and 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.

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- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-11 with Rossier Park Elementary School from July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-13 with Rossier Park Elementary School from July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-29 with Hillsdale Non Public School, effective September 28, 2020 through June 30, 2021.
- 6. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-500 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 7. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No.



202021-501 with Spectrum Center, effective July 1, 2020 through June 30, 2021.

- 8. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-502 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 9. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-503 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 10. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-504 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 11. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-505 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 12. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-506 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 13. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-507 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 14. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-508 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 15. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-509 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 16. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-510 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 17. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-511 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 18. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-512 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 19. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-513 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 20. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-514 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 21. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-515 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 22. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-516 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 23. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-517 with Spectrum Center, effective July 1, 2020 through June 30, 2021.



- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-518 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
   RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-519 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-520 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 27. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-521 with Spectrum Center, effective July 1, 2020 through June 30, 2021.
- 28. APPROVE Settlement Agreement for Office of Administrative Hearings (OAH) Case No. 2020050806, effective July 1, 2020 through October 30, 2020.
- 29. APPROVE Compromise and Release Agreement for a DUSD student from September 23, 2020 through June 30, 2022.
- 30. APPROVE revisions to the unclassified salary schedule as reflected in the attached proposed Administrative Regulation 5241.4, effective January 1, 2021. 
   31. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the
- Purchasing Department for the 2020-21 fiscal year, from September 22, 2020 through October 26, 2020.
- 32. 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 August 2020, covered by Payroll Orders issued through September 2020.
- 33. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20123048 and 20130540 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2020 and ending September 30, 2020.
- 34. RATIFY Amendment to Lease Agreement with Willscot (Williams Scotsman, Inc.) to cover the cost of leasing portable classroom buildings at Price Elementary School from July 1, 2020 through June 30, 2021. 

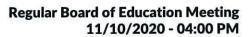
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- 35. RATIFY Service Agreement No. 202021-32 with Five Star Protection to provide fire extinguisher services, repairs, maintenance, and certification of fire extinguishers from July 1, 2020 through June 30, 2021.
- 36. RATIFY Amendment to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from September 30, 2020 through April 8, 2021.
- 37. RATIFY Service Agreement No. 202021-182 with WestEd to provide professional

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	development training for District staff from September 30, 2020 through July 30, 2021. ${\mathscr O}$	61
38.	APPROVE Service Agreement No. 202021-183 with Focused Schools, LLC to provide staff development, leadership training, and executive coaching from November 11, 2020 through June 30, 2021.	70
39.	RATIFY Service Agreement No. 202021-184 with Siva & Associates, Inc. to conduct Assistive Technology Assessments for Special Education students from October 6, 2020 through June 30, 2021.	78
40.	RATIFY Agreement for Independent Consultant Services No. 202021-185 with Linda Lee to provide instruction for oil painting and color-your-world watercolor painting classes at the Downey Adult School from July 1, 2020 through June 30, 2021.	84
41.	RATIFY Service Agreement No. 202021-186 with Communication Solutions to conduct AT assessments for Special Education students from October 6, 2020 through June 30, 2021.	90
42.	APPROVE Agreement No. 202021-187 with Qualtrics, LLC to provide Research Suite Cloud Professional software from December 22, 2020 through December 21, 2021.	98
43.	APPROVE Agreement No. 202021-188 with the County of Los Angeles, Department of Health Services, Emergency Medical Services Agency, to provide County Measure B funding for the purchase of manikins for the EMT Training Program at Downey Adult School, in an amount not to exceed \$102,800.00, effective November 10, 2020 through June 30, 2021.	150
44.	RATIFY Service Agreement No. 202021-189 with Thrively, Inc. to provide a District-wide license for Thrively Pro for AVID Coordinators and students from October 7, 2020 through June 30, 2021.	157
45.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-190 with Century Paving, Inc., La Mirada, to pave 180 square feet at Williams Elementary School, in the amount of \$2,200.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
46.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-191 with George's Tree & Landscape Service, Downey, to top and trim a juniper tree at Unsworth Elementary School, in the amount of \$2,800.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
47.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-192 with McCullah Fence Company, Bell Gardens, to furnish and install materials to replace an 8' x 8' iron fence panel at Warren High School, in the amount of \$1,480.00, to be charged to Restricted Maintenance Funds. (under separate cover)	



48.	RATIFY Service Agreement No. 202021-193 with the Neurological and Physical Abilitation (NAPA) Center to provide a two-week intensive therapy program and weekly therapy sessions for a DUSD student from July 1, 2020 through October 30, 2020.	163
49.	RATIFY Agreement for Independent Consultant Services No. 202021-194 with Jenette Reneau to serve as a lecturer for first aid/CPR recertification from September 30, 2020 through December 31, 2020.	169
50.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-195 with KYA Services, LLC, Santa Ana, to construct a water barrier wall at Stauffer Middle School, in the amount of \$12,460.50, to be charged to Measure O Bond Funds. (under separate cover)	
51.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-196 with KYA Services, LLC, Santa Ana, to construct a center landscape planter and provide artificial turf at Stauffer Middle School, in the amount of \$29,707.59, to be charged to Measure O Bond Funds. (under separate cover)	
52.	RATIFY Agreement for Independent Consultant Services No. 202021-197 with Maria Aguillon to provide CART Services for hearing impaired students from October 7, 2020 through December 31, 2020.	175
53.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-198 with V&E Tree Service, Orange, to provide tree trimming and removal services at Unsworth Elementary School, in the amount of \$11,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
54.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-199 with Valverde Construction, Inc., Santa Fe Springs, to remove and replace a 6" valve at Downey High School, in the amount of \$9,258.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
55.	APPROVE Agreement for Independent Consultant Services No. 202021-200 with Consuelo Hernandez to provide risk management and workers' compensation consulting services from January 1, 2021 through June 30, 2021.	181
56	. APPROVE Service Agreement No. 202021-201 with Edison Fire Protection, Inc. to provide semi-annual testing and certification of Ansul Kitchen Fires Systems at Columbus High School, Downey High School, Warren High School, Stauffer Middle School and Old River Elementary School from November 12, 2020 through June 30, 2021.	187
57	. RATIFY Agreement for Construction Services (Small Projects) No. 202021-202 with KYA Services, LLC, Santa Ana, to construct a classroom corridor at Stauffer Middle School, in the amount of \$57,223.49, to be charged to Measure O Bond Funds. (under separate cover)	
58	. RATIFY Service Agreement No. 202021-203 with First Steps for Kids to provide behavior	



	intervention implementation and development services from October 21, 2020 through January 15, 2021. $\mathscr{O}$	197
59.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-204 with KYA Services, LLC, Santa Ana, to construct an artificial turf outdoor area at Stauffer Middle School, in the amount of \$15,729.50, to be charged to Measure O Bond Funds. (under separate cover)	
60.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-206 with MBS Engineering, Inc., San Ramon, to remove and replace a seismic valve at Columbus High School, in the amount of \$9,837.60, to be charged to Deferred Maintenance Funds. (under separate cover)	
61.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-207 with Universal Metro, Inc., Santa Fe Springs, to install District-supplied carpeting in Room 10 at Gauldin Elementary School, in the amount of \$1,200.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
62.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-208 with FC & Sons Roofing Co., Bell Gardens, to provide roof repairs at Rio Hondo Elementary School, in the amount of \$13,010.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
63.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-209 with FC & Sons Roofing Co., Bell Gardens, to provide canopy roof repairs at Williams Elementary School, in the amount of \$14,980.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
64.	RATIFY Agreement for Independent Consultant Services No. 202021-211 with Natalie Aguirre to provide CART Services for hearing impaired students from October 21, 2020 through December 31, 2020.	205
65.	RATIFY the Affiliation Agreement between Downey Unified School District and the University of the Pacific, effective October 1, 2020 through June 30, 2025.	211
66.	APPROVE a 60-month lease for a Xerox Nuvera DPS 144 production multifunction printer/copier system, at the monthly lease rate of \$5,734.81, inclusive of 400,000 copies per month, with a cost-per-copy rate of \$0.0031 per copy exceeding the inclusive number of copies, for use in the District Communication Center, to be charged to the General Fund.	223
67.	RATIFY Service Agreement with Prima Waste Management, Inc. to provide regulated medical waste services to the Downey Adult School from July 1, 2020 though June 30, 2021.	227
68.	RATIFY agreements between Downey Adult School Career and Education Center and the following facilities to furnish practical experience to students enrolled in various adult	

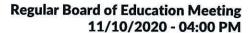


#### school programs:

Akshar Dental
Rula Al-Salti, D.D.S.
Beverly Care
Clinica Medica Familiar y Dental
CTHF Medical Facility
Anabelle Cuyong, D.M.D., Inc.
Fun Dental 4 Kids
Arby A. Gutierrez, D.D.S.
Montebello Children's Dentistry
Rite Aid
Smile Club Dental and Braces
South Gate Dentistry & Orthodontics
Khang Vu Paramount Dental
(under separate cover)

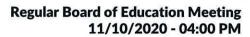
Khang Vu Paramount Dental (under separate cover)	
69. RATIFY the renewal of a revocable, non-exclusive license for the use of office space at the Downey Courthouse with the Judicial Council of California from November 1, 2020 through July 31, 2021.	231
70. APPROVE the increase to Purchase Order #PO2W-2*461 for additional architectural services for the Griffiths Middle School Modernization Project, with LPA, Inc., Irvine, in the increased amount of \$18,900.00, to be charged to Measure O Bond Funds.	244
71. ACCEPT and APPROVE the use of the Hemet Unified School District Bid #FAC 2020-08, School Furnishings, Office Furnishing & Accessories, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the anticipated annual amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.	246
72. ACCEPT and APPROVE the use of the Foundation for California Community Colleges Master Agreement #CB 16-203 for medical supplies and equipment from Laerdal Medical Corporation, Wappingers Falls, New York, in an amount not to exceed \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for miscellaneous medical supplies and/or equipment with the same advantages, terms and conditions.	248
73. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070P with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Vector Resources, Inc., in the anticipated amount of \$50,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.	250

74. ACCEPT and APPROVE the use of the State of Utah Master Agreement #MA152, in



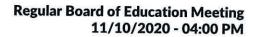


	conjunction with the National Association of State Procurement Officials (NASPO), with Cellco Partnership, dba Verizon Wireless, by the Downey Unified School District on an asneeded basis, in the estimated amount of \$20,000.00, with no guarantee that this amount will be met or exceeded, to provide wireless communications solutions, equipment, and supplies, with the same advantages, terms and conditions.	252
75.	ACCEPT as complete RFP/Q #2016/2017-03, Advanced Energy Storage Systems, with Engie Storage NA, LLC, Santa Clara, in the final amount of \$4,883,120.00, to be charged to the General Fund; 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.	254
76.	ACCEPT as complete Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the final amount of \$24,922,813.59, to be charged to the Measure O Bond Fund; 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.	256
77.	ACCEPT as complete Bid #19/20-04, Replacement of Gymnasium Roof at Warren High School and Building "L" at Columbus High School, with Chapman Coast Roof Co., Inc., Fullerton, in the final amount of \$329,983.00, to be charged to 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.	258
78.	ACCEPT as complete the exterior painting of Rio Hondo Elementary School, against Bid #19/20-08, with AJ Fistes Corporation, Long Beach, in the final amount of \$88,300.00, to be charged to 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.	260
	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-89, to provide door inspection/troubleshooting services at Stauffer Middle School, with Miner, LTD, Bellflower, in the final amount of \$1,053.52, to be charged to Restricted 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.	262
	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-109, to furnish and install a swing gate, panel, and square post at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$4,150.00, to be charged to Restricted 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.	264
81.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-	





	127, to install black vinyl fence covering and new slide gate at Pace School, with McCullah Fence Co., Bell Gardens, in the final amount of \$3,245.00, to be charged to Restricted 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.	266
82.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-128 for tree trimming services at Ward Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$7,800.00, to be charged to Restricted 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.	268
83.	APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.	270
84.	RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education. ${\mathscr O}$	278
85.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44256(b).	323
86.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.2.	326
87.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).	328
88.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.	331
89.	AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(B).	334
90.	RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective July 16, 2020.	339
91.	RATIFY the establishment of one new position with duties corresponding to the current	





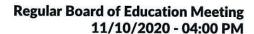
IV. NEXT MEETING

Bellflower, California.

	one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,791 per month, effective August 10, 2020.	341
9:	<ol> <li>RATIFY the establishment of 18 new positions with duties corresponding to the current classification of Student Supervision Assistant, three hours per day, \$14.00 per hour, effective September 21, 2020.</li> </ol>	343
III. C	GENERAL ADMINISTRATIVE	
ř	<ol> <li>DECLARE a Public Hearing on Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.         <ul> <li>Open the Hearing</li> </ul> </li> </ol>	
	b. Close the Hearing	
,2	<ol> <li>ADOPT Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.</li> </ol>	345
3	<ol> <li>ADOPT Resolution No. 202021-06 in support of National School Psychology Week from November 9, 2020 through November 13, 2020.</li> </ol>	348
2	<ol> <li>ADOPT Resolution 202021-07 approving agreement between State of California, Department of Rehabilitation (DOR) and Downey Unified School District.</li> </ol>	351
5	5. RATIFY Agreement #31518 with the State of California, Department of Rehabilitation to provide Student Services Work-Based Learning Experience activities from July 1, 2020 through June 30, 2021.	353
6	5. REVIEW proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.	397
7	7. REVIEW proposed revisions to Administrative Regulation 8210, Election of Officers - Annual Meeting.	410
8	3. DISCUSS the Return to School Plan for the 2020-21 school year.	
9	<ol> <li>HEAR a presentation from Veronica Lizardi, Ed.D., Director of Instructional Support Programs, on the Learning Continuity and Attendance Plan (LCP) for the 2020-21 school year.</li> </ol>	

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday,

December 8, 2020, at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street,





#### V. CLOSED SESSION

Retire into Closed Session to discuss:

- a. Potential Litigation
- b. Public Employment Certificated Administration/Classified Management
- c. Discipline/Dismissal/Release
- d. Negotiations
- e. Threat to Public Services or Facilities (Government Code Section 54957)

#### VI. ADJOURNMENT

ADJOURN the Regular Meeting of the Board of Education at the specified hour with the consent of the Board 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 or at www.dusd.net.



I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held on October 6, 2020, and the Special Board of Education Meetings held on September 29, 2020 and October 19, 2020, as submitted or with necessary corrections.

#### **Supporting Documents**





#### Regular Board of Education Meeting 10/06/2020 04:00 PM

Downey Unified School District - Pace Training
Center
9625 Van Ruiten Street
Bellflower, California 90706

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued May 26, 2020, as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the County through Stage 2 of California's Pandemic Resilience Roadmap, the Board of Education meeting scheduled for Tuesday, October 6, 2020 at 4:00 p.m. will allow members of the public to participate during the open session of the meeting via teleconference as well as a limited number of in-person attendees within Pace Training Center on a first come, first served basis.

Persons who want to comment on topics not included on the agenda or comment on agendized topics who cannot attend in person are invited to submit comments via email to <a href="mailto:publiccomment106@dusd.net">publiccomment106@dusd.net</a> by Tuesday, October 6, 2020, at 4:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

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

#### **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

The Meeting was Called to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 4:00 p.m. on Tuesday, October 6, 2020, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

#### 2. FLAG SALUTE

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

#### 3. INVOCATION

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

#### 4. ROLL CALL

**Present** 

Donald E. LaPlante

Tod M. Corrin - electronically

D. Mark Morris

Giovanna Perez-Saab

Barbara R. Samperi

Martha E. Sodetani

Nancy A. Swenson - arrived at 4:20 p.m.

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

5. ADOPT Agenda #8 for the Regular Meeting of the Board of Education held on October 6, 2020, including corrected pages 13, 48 and 460.

Motion made by: Martha Sodetani

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 - Not Present

 APPROVE Official Minutes of the Regular Board of Education Meeting held on September 1, 2020 and the Special Board of Education Meeting held on September 23, 2020, as submitted or with necessary corrections.

Motion made by: Giovanna Perez-Saab

Motion seconded by: Barbara Samperi

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Not Present

RECOGNIZE Cathy Pecka and Debbie Black for their years of service to the Downey Unified School District.

Ms. Swenson arrived at 4:20 p.m., and the vote shall reflect that of seven members from this point forward.

- 8. RECOGNIZE Brent Shubin, Principal, Doty Middle School to present Downey Unified's Candidate for Los Angeles County Office of Education Teacher of the Year Victoria Arosteguy.
- 9. RECEIVE Citizens' Bond Oversight Committee 2019 Annual Report.

Motion made by: D. Mark Morris
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

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

There was no correspondence to be received.

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

Mr. Corrin expressed his appreciation to the *Downey Patriot* and the Chamber of Commerce for hosting the School Board's Candidates Forum. He believes that all candidates did well answering questions, noting that he thinks they would all do a good job.

Mr. Morris was seen at Kaiser by one of our former Adult School students and was very proud that we provide our students with hands-on skills to get jobs right after completing the DAS programs. Mr. Morris was happy to see that Downey High School has started *The Viking Voice*, which provides students who have concerns regarding school a place to voice their opinions. He was very pleased to see that Ward Elementary School was selected as a National Blue Ribbon School. Mr. Morris appreciated the information regarding the elementary STEAM opportunities on October 5, 6 and 8 provided to our students. He appreciated the announcement of the new series of parent workshops provided over an eight-week period, noting that this is a great resource for our parents and families.

Mrs. Sodetani applauded the Board of Education candidates for running a clean campaign and the *Downey Patriot* and Chamber of Commerce for hosting the Candidates Forum. She reported that PTA HELPS food bank will be opening soon and noted that Assistance League held their shopping trip for needy students at Kohl's. Mrs. Sodetani appreciated seeing all the work done at Stauffer Middle School during the construction tour for Board Members. She had the pleasure of attending the GOOD meeting this morning and appreciated the report about all the school events.

Mrs. Samperi thanked Assistant Superintendents and Directors who contributed to the Information Folders each week. She appreciated the parent workshops that are being offered and was happy to hear so many parents are attending these. Mrs. Samperi thanked Veronica Lizardi for her work in preparing the Learning Continuity and Attendance Plan and appreciated the printer friendly version. She was happy to see that TK through 5th graders will be able to have STEAM instruction from Jennifer Toledo. Mrs. Samperi thanked Downey High School staff for creating *The Viking Voice* newsletter, which prominently reports how students and staff can work together to discuss issues and solve problems. Mrs. Samperi was very impressed by the Stauffer Middle School tour and is hoping we will be able to offer an open house to the community in the future. She congratulated Ward Elementary School for receiving the National Blue Ribbon Award and noted that she is very proud of them.

Mrs. Perez-Saab thanked PIH for their recent donation of \$20,000 to TLC and congratulated them on celebrating their 100 year anniversary. She appreciated the parent academies being offered and reported that parents can still sign up if they are interested. Mrs. Perez-Saab thanked the *Downey Patriot* for hosting the School Board Candidates Forum. She noted that

her children enjoyed the PE and STEAM classes that are offered and liked what the PTAs are doing for the Reflections program this year. She congratulated Ward Elementary School for being selected for the National Blue Ribbon Award. Mrs. Perez-Saab told parents that the District is watching the COVID numbers and to please remember that we are all in this together.

Ms. Swenson echoed the comments previously made by Board Members. She shared a portion of an email that Stauffer Middle School Principal, Darryl Browning, shared with his staff, which exemplifies what wonderful and caring administrators we have here in Downey.

Dr. Garcia reiterated that the National Blue Ribbon Award designation for Ward Elementary School is a great accomplishment and recognized Principal Karen Trejo as well as the previous principals, Allison Box and Jennifer Robbins, as we know it has been built with past and present staff over the years. He recognized Jennifer Toledo for her work done providing STEAM instruction to over 500 students today alone. Dr. Garcia recognized Veronica Lizardi for her work in organizing the PE instruction for the elementary students. He noted that Griffiths Middle School had their visit today confirming the School to Watch recognition. He announced that there are currently 481 parents on the parent academy right now and added that with it being virtual, we are reaching twice as many families. Dr. Garcia shared an *EdCal* article recognizing Blanca Rochin, Adult School Principal, for the life changing programs being offered. He also recognized Dr. Christopher Arellano, Executive Director of the Downey Education Association, for his participation on the Human Relations Council and for providing our teachers a Cultural Diversity Certificate through Pepperdine University.

Mr. LaPlante announced that he was listening to Dr. Ferrar from th Los Angeles County Public Health Department prior to the Board Meeting, reporting that Los Angeles County is still in the Purple Tier.

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

Public Comment was submitted via email by David and Erin Lira commending Lewis Elementary School staff.

#### II. CONSENT AGENDA

Motion made by: D. Mark Morris
Motion seconded by: Martha Sodetani
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through September 2020.
- RATIFY and/or APPROVE conference attendance and 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 Nonpublic Nonsectarian School/Agency Services Master Contract No 202021-40 with Spectrum-Downey from July 1, 2020 through June 30, 2021. (under separate cover)

- RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-42 with Beacon Day Non-Public School from July 1, 2020 through June 30, 2021. (under separate cover)
- RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-151 with Sorenson's Ranch School from July 1, 2020 through June 30, 2021. (under separate cover)
- RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-157 with Devereux Texas School from July 1, 2020 through June 30, 2021. (under separate cover)
- RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-161 with Hillside Education Center from July 1, 2020 through June 30, 2021. (under separate cover)
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-01 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-02 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-03 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.
- 11. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-04 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.
- 12. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-05 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.
- 13. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-20 with Beacon Day School from July 1, 2020 through June 30, 2021.
- 14. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-26 with Telos U from July 1, 2020 through December 18, 2020.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-27 with Sorenson's Ranch School from July 1, 2020 through June 30, 2021.
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-28 with Cleta Harder School from July 1, 2020 through June 30, 2021.
- 17. RATIFY the Amendment to Compromise and Release Agreement OAH Case No. 2019110428.
- 18. APPROVE the Settlement Agreement and General Release for Case No. 2:20-cv-00578-JFW-SS.
- 19. APPROVE proposed revisions to Administrative Regulation 7410, Organizational Chart.
- APPROVE proposed revisions to Board Policy 8210, Election of Officers.

- 21. APPROVE membership to the Covina Valley Unified School District Joint Powers Agreement for the 2020-21 fiscal year.
- 22. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year, August 18, 2020 through September 21, 2020.
- 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 July
  2020, covered by Payroll Orders issued through August 2020.
- 24. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20117225 and 20122777, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning August 1, 2020 and ending August 31, 2020.
- 25. RATIFY a 60-month lease for the lease of Xerox PrimeLink Model B9100 production multifunction printer/copier, at the monthly lease rate of \$421.87, with cost-per-copy rate of \$0.0043 per copy, for use at Warren High School, to be charged to the General Fund.
- RATIFY Service Agreement No. 201920-242A with Haynes Family of Programs/S.T.A.R. Academy to provide compensatory services for speech and language to a DUSD student from September 8, 2020 through June 30, 2021.
- 27. RATIFY Service Agreement No. 202021-75 with Leo Rosemblum & Associates, dba LRA Interpreters, Inc. to provide written and oral interpreters to the Deaf and Hard of Hearing program as needed, effective July 1, 2020 through December 31, 2020.
- 28. RATIFY Service Agreement No. 202021-87 with Achieve 3000 to provide an online reading intervention program for Deaf and Hard of Hearing students from August 12, 2020 through June 30, 2021.
- 29. RATIFY Service Agreement No. 202021-95 with Wolverine Fence Company to furnish and install an emergency key switch on a gate at Stauffer Middle School from July 14, 2020 through September 14, 2020.
- RATIFY Service Agreement No. 202021-99 with Integrated Pest Control Management, Inc. to provide miscellaneous pest control services as needed by the Operations Department from July 1, 2020 through June 30, 2021.
- RATIFY Service Agreement No. 202021-113 with Leo Rosenblum & Associates, dba LRA Interpreters, Inc. to provide written and oral interpreters to the Special Education Department as needed, effective July 1, 2020 through December 31, 2020.
- 32. RATIFY Service Agreement No. 202021-118 with Marx Brothers Fire Extinguisher Company to provide semi-annual inspection and certification of school bus fire suppression systems from July 1, 2020 through June 30, 2021.
- 33. RATIFY Service Agreement No. 202021-121 with Speechcom, Inc. to provide licensed Speech and Language Pathologist services to students in the DHH Program, effective August 12, 2020 through June 30, 2021.
- 34. RATIFY Amendment to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from July 24, 2020 through July 23, 2021.
- 35. RATIFY Agreement for Construction Services (Small Projects) No. 202021-127 with McCullah Fence Company, Inc., Bell Gardens to furnish and install black vinyl covering and

- new slide gate at the Pace Training Center, in the amount of \$3,245.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-136 with Haynes Family of Programs, dba S.T.A.R. Academy to provide compensatory educational services for a DUSD student from September 1, 2020 through June 30, 2021.
- 37. RATIFY Agreement for Construction Services (Small Projects) No. 202021-137 with Brennan Estimating Services, Inc., Santa Fe Springs, to inspect, furnish, install, and certify fire sprinkler system upgrades at Lewis Elementary School, Warren High School, and Downey High School, in the amount of \$46,730.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 38. RATIFY Agreement for Construction Services (Small Projects) No. 202021-138 with Jolt Electric, Inc., Rancho Cucamonga, to excavate a vault and trench for new refrigerated storage at the Gallegos Administration Center/Warehouse, in the amount of \$39,860.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 39. RATIFY Agreement for Construction Services (Small Projects) No. 202021-143 with Quality Environmental, Inc., Santa Fe Springs, to remove and dispose of ACM transite conduit at the Gallegos Administration Center, in the amount of \$13,270.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 40. APPROVE Service Agreement No. 202021-149 with National Student Clearinghouse to provide the StudentTracker program for student postsecondary attendance tracking services from October 1, 2020 through September 30, 2021.
- 41. RATIFY Service Agreement No. 202021-150 with Dr. Robert Rome to conduct a psychoeducational assessment as an independent educational evaluator from September 1, 2020 through June 30, 2021.
- 42. RATIFY Agreement for Construction Services (Small Projects) No. 202021-153 with Canyon Hydroseeding, Beaumont, to install 75,000 square feet of hydroseed at Stauffer Middle School, in the amount of \$4,177.00, to be charged to Measure O Bond Funds. (under separate cover)
- 43. APPROVE Service Agreement No. 202021-154 with Integrated Pest Control Management, Inc. to provide pest control services for the Food Services Department from July 1, 2020 through June 30, 2021.
- 44. RATIFY Agreement No. 202021-155 with AMTECH Elevator Services to provide elevator maintenance and repair services to District elevators from September 1, 2020 through August 31, 2021.
- 45. RATIFY Agreement No. 202021-156 with AMTECH Elevator Services to provide wheelchair lift maintenance and repair services to District elevators from September 1, 2020 through August 31, 2021.
- 46. RATIFY Service Agreement No. 202021-159 with Haynes Family of Programs/S.T.A.R. Academy to provide compensatory educational services for a DUSD student from September 1, 2020 through August 31, 2021.
- 47. RATIFY Service Agreement No. 202021-162 with Western Pump to provide fuel sample testing for recovered fuel for the Transportation Services Department from September 4, 2020 through September 30, 2020.

- 48. RATIFY Agreement No. 202021-163 with Lightstream Managed Services, LLC, to provide Azure Cloud Foundation Framework Workshop and Implementation Services for the Technology Department from September 1, 2020 through December 31, 2020.
- 49. APPROVE Agreement No. 202021-164 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Paramount USD that requests to utilize the services of the Deaf and Hard of Hearing program.
- 50. RATIFY Agreement No. 202021-165 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and Brea-Olinda USD that requests to utilize the services of the Deaf and Hard of Hearing program.
- 51. APPROVE Agreement for Construction Services (Small Projects) No. 202021-166 with McCullah Fence Company, Inc., Bell Gardens, to furnish and install gate panels at Rio San Gabriel Elementary School, in the amount of \$3,670.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 52. APPROVE Agreement for Construction Services (Small Projects) No. 202021-167 with Solid Door Installation, Inc., Garden Grove, to provide as-needed labor for door installations and/or repairs in the amount of \$10,000.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 53. APPROVE Agreement for Construction Services (Small Projects) No. 202021-168 with PacificWest Energy Solutions, Inc., Northridge, to install an HVAC system in Building S at Downey High School, in the amount of \$13,800.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 54. APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-169 with Aurora Industrial Hygiene, South Pasadena, to provide hazardous materials removal monitoring services at Carpenter, Gallatin, and Unsworth Elementary Schools, in the amount of \$14,490.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 55. RATIFY Agreement for Independent Consultant Services No. 202021-170 with Cheyenne Arroyo to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 56. RATIFY Agreement for Independent Consultant Services No. 202021-171 with Luis Hernandez to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 57. RATIFY Agreement for Independent Consultant Services No. 202021-172 with Tatiana Martindale to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 58. RATIFY Agreement for Independent Consultant Services No. 202021-173 with Lidia Perez to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- RATIFY Agreement for Independent Consultant Services No. 202021-174 with Felicia Price to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 60. RATIFY Agreement for Independent Consultant Services No. 202021-175 with Jennie Ramos to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.

- 61. RATIFY Agreement for Independent Consultant Services No. 202021-176 with Michelle Rosas to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 62. RATIFY Agreement for Independent Consultant Services No. 202021-177 with Marisela Salazar to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- RATIFY Agreement for Independent Consultant Services No. 202021-178 with Jessica Villeda to provide CART Services for hearing impaired students from August 28, 2020 through December 31, 2020.
- 64. RATIFY Agreement for Independent Consultant Services No. 202021-179 with Peak Realty Company to provide instruction for real estate classes at the Downey Adult School from July 1, 2020 through June 30, 2021.
- RATIFY Service Agreement No. 202021-180 with Paxton/Patterson to provide installation and professional development for the College and Career Ready Lab from July 1, 2020 through June 30, 2021.
- RATIFY Service Agreement No. 202021-181 with Primary Color Systems Corp. to furnish and install banners on light poles at Downey High School from September 1, 2020 through February 1, 2021.
- RATIFY First Amendment to Service Agreement No. 201920-211 with Cynthia Munoz, Ph.D. to provide IEP evaluations for a DUSD student from March 31, 2020 through December 31, 2020.
- 68. RATIFY First Amendment to Service Agreement No. 201920-214 with Haynes Family of Programs/S.T.A.R. Academy to provide additional language and speech services to a DUSD student from June 30, 2020 through June 30, 2021.
- 69. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) with Aurora Industrial Hygiene, South Pasadena, to provide hazardous materials monitoring for painting projects at Old River Elementary, Rio San Gabriel Elementary, and Rio Hondo Elementary Schools, in the amount of \$15,000.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 70. ACCEPT and APPROVE the use of the Covina-Valley Unified School District Joint Purchase Agreement Bid #17-18-101 with KYA Services, LLC, Santa Ana, for the purchase of surfacing and ancillary services, in the anticipated amount of \$1.1 million, with no guarantee that this amount will be met or exceeded, for use by the Downey Unified School District on an as needed basis to complete flooring and landscape beautification projects with the same advantages, terms and conditions.
- 71. ACCEPT and APPROVE the use of the National Cooperative Purchasing Alliance Request for Proposals #18-19 with the Region 14 Education Service Center, Abilene, Texas and SYNNEX Corporation by the Downey Unified School District on an as needed basis to fill orders for technology-related purchases with the same advantages, terms and conditions.
- 72. ACCEPT and APPROVE the use of the Palm Springs Unified School District Request for Proposals No. NS-20-01 for the Purchase of Paper/Non-Food Products for the Food Services Department on an as-needed basis, in the anticipated annual amount of \$650,000.00, with no guarantee that this amount will be met or exceeded, to fill orders for paper products for the Food Services Department with the same advantages, terms and conditions.

- 73. APPROVE the increase to Purchase Order #P01-2\*326 for asbestos abatement and lead disturbance monitoring for the Sussman Middle School Modernization Project, with Titan Environmental, Fullerton, in the increased amount of \$46,160.00, to be charged to Measure O Bond Funds.
- 74. APPROVE the increase to CT 20\*019 for asbestos abatement and lead disturbance monitoring for the Doty Middle School Modernization Project, with Titan Environmental, Fullerton, in the increased amount of \$17,060.00, to be charged to Measure O Bond Funds.
- 75. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools Rio Hondo Elementary School, with AJ Fistes Corporation, Long Beach, in the decreased amount of \$40,000.00 to be credited to the Deferred Maintenance Fund.
- 76. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools Rio San Gabriel Elementary School, with AJ Fistes Corporation, Long Beach, in the decreased amount of \$40,000.00 to be credited to the Deferred Maintenance Fund.
- 77. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 201920-301, Kitchen Modifications at Williams Elementary School, with Pinhero Construction, Inc., Murrieta, in the amount of \$2,821.69 to be charged to the Food Services Fund.
- 78. APPROVE Change Order #3 to Purchase Order #PO2W-2\*636 with Erickson-Hall Construction Company, Escondido, for a temporary staff restroom building at Stauffer Middle School, in the increased amount of \$8,600.00, to be charged to Measure O Bond Funds.
- 79. ACCEPT as complete the exterior painting of Gauldin Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the final amount of \$156,900.00, to be charged to 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.
- 80. ACCEPT as complete the exterior painting of Lewis Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the final amount of \$176,900.00, to be charged to 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.
- 81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-205, installation of wiremold backing at Stauffer Middle School, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$39,900.00, 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.
- 82. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-48, installation of a new high/low voltage electrical circuit to newly relocated office partitions in the Food Services Office, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$7,365.00, to be charged to Food Service 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.
- 83. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-51, Food Services Office remodel, with Harik Construction, Inc., Glendora, in the final amount of \$48,595.00, to be charged to Food Service 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.
- 84. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-52 for landscaping and irrigation services at Stauffer Middle School, with GB Landscape Design, Los Angeles, in the final amount of \$59,899.79, to be charged to the Capital Outlay Fund; 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.
- 85. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-74, to install an above-ground backflow device at Pace School, with Valverde Construction, Inc., Santa Fe Springs, in the final amount of \$10,155.00, to be charged to 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.
- 86. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-82, new concrete drain at Griffiths Middle School, with 3D Concrete, Downey, in the final amount of \$11,000.00, to be charged to 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.
- 87. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-85, installation of sod at Stauffer Middle School, with Pacific Sod, dba Pacific Earth Resources, in the final amount of \$14,575.00, to be charged to Restricted 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.
- 88. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021108, Interior Painting at Columbus High School, with M&R Painting and Decorating, Inc.,
  Rowland Heights, in the final amount of \$3,785.00, to be charged to Restricted 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.
- 89. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-138, re-routing of power at the Gallegos Admnistration Center, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$39,860.00, to be charged to 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.
- 90. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-143, Removal of ACM Transite Conduit at the Gallegos Administration Center, with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$13,270.00, to be charged to 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.
- 91. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-274 to install a high chain link fence at Warren High School, with McCullah Fence Company, Bell Gardens, in the final amount of \$2,800.00, to be charged to Restricted 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.

- 92. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-301 for Kitchen Modifications at Williams Elementary School, with Pinhero Construction, Inc., Murrieta, in the final amount of \$140,035.32, to be charged to the Food Services Fund; 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.
- 93. ACCEPT as complete Purchase Order No. PO2W-2\*465 (formerly Purchase Order No. 190415), with Elite Modular Leasing and Sales, Inc., Perris, in the final amount of \$319,456.78, 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.
- 94. ACCEPT as complete Purchase Order No. PO2W-2\*591 (formerly Purchase Order No. 190414), with Elite Modular Leasing and Sales, Inc., Perris, in the final amount of \$198,200.00, 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.
- 95. 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.
- 96. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- 97. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 \$4,184 per month, effective July 16, 2020.

#### III. GENERAL ADMINISTRATIVE

1. DECLARE a Public Hearing to decide if sufficient textbooks and instructional materials are available and consistent with the cycles and content of the curriculum frameworks.

Motion made by: Martha Sodetani Motion seconded by: Barbara Samperi Voting:

Donald LaPlante - Yes Tod Corrin - Yes

Tod Collin Tes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

There was no response.

Ms. Swenson moved, Mrs. Perez-Saab seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

2. ADOPT Resolution No. 202021-03 Regarding Sufficiency of Instructional Materials.

Motion made by: Barbara Samperi Motion seconded by: Martha Sodetani Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

3. ADOPT Resolution No. 202021-04, Resolution in Support of CHARACTER COUNTS! Week, October 18-24, 2020.

Motion made by: D. Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

4. DECLARE a Public Hearing to hear the public on the matter of the appointment of Mr. John Kennedy as Personnel Commissioner for a three-year term ending December 1, 2023.

Motion made by: Barbara Samperi

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

There was no response.

Mrs. Samperi moved, Mrs. Perez-Saab seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

5. APPOINT Mr. John Kennedy as Personnel Commissioner for a three-year term ending December 1, 2023.

Motion made by: D. Mark Morris

Motion seconded by: Barbara Samperi

Voting:

Donald LaPlante - Yes

Tod Corrin - Yes

D. Mark Morris - Yes

Giovanna Perez-Saab - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Nancy Swenson - Yes

The meeting was recessed at 5:10 p.m. and reconvened at 5:19 p.m.

6. DISCUSS the Return to School plan for the 2020-21 school year.

The following were heard in person regarding concerns for opening school for the moderate/severe special education students and requesting the District not open schools due to safety concerns:

Julia Wright, Teacher
Lynn Huang, Teacher
Danielle Mendenhall, Teacher
Christopher Arellano, Executive Director, Downey Education Association
Jim Mogan, President, Downey Education Association

Public comments, concerns and/or questions were submitted via email and read regarding concerns for opening school for the moderate/severe special education students and requesting the District not open schools due to safety concerns from the following:

Jessica Alejo, Senior Instructional Assistant Claudia Estrada Karla Portillo Rivera Jill Roddy, Teacher Alyssa Moreno, Senior Instructional Assistant Samantha Ramirez, Senior Instructional Assistant Astrid Acuna, Senior Instructional Assistant Kelle Eidinger, Senior Instructional Assistant Melisa Salvato, Teacher Mary Shannon Triggs Rebecca Bell, Senior Instructional Assistant Dolly Bonnet, Senior Instructional Assistant Irene Mazzocchi, Teacher Marie-Louise Mulligan, Teacher Stephanie Castro, Senior Instructional Assistant Larissa Phillips, Teacher Lynn Huang, Teacher - withdrawn because she spoke in person Raqueal Salazar Amany Saad, Teacher Danielle Aguilar-Soltis Hannah Benavidez, Teacher Elva Fuentes Guadalupe Sanchez, Senior Instructional Assistant Alexxis Aguilar Lauren Saldamando, Senior Instructional Assistant Jesse Frausto, Senior Instructional Assistant Graciela Cota, Teacher

Public comments, concerns and/or questions were submitted via email and read regarding quality and amount of distance learning from the following:

Cristina Gamboa, Parent

Noemi Jauregui, Teacher

#### IV. SPECIAL ADMINISTRATIVE

APPROVE Certification of Provision of Standards-Aligned Instructional Materials.

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

#### V. NEXT MEETING

The next meetings of the Board of Education will be a Special Meeting to be held on Monday, October 19, 2020, and a Regular Meeting to be held on Tuesday, November 10, 2020, both meetings will be held at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

The meeting was recessed at 6:40 p.m. and reconvened at 6:50 p.m.

#### VI. CLOSED SESSION

The Board of Education retired into Closed Session at 6:51 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and Threat to Public Services or Facilities (Government Code Section 54957, and reconvened into Open Session at 8:05 p.m.

#### VII. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 8:06 p.m. in memory of Stacy Tescier.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

Donald E. LaPlante, President	D. Mark Morris, Clerk

6	



#### Special Board of Education Meeting 09/29/2020 12:00 PM

Downey Unified School District
Via Zoom - Electronically/Telephonically Only
Details on Page 1

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued May 26, 2020, as a response to mitigating the spread of Coronavirus known as COVID-19, the Special Board of Education meeting scheduled for Tuesday, September 29, 2020 at 12:00 noon will allow members of the public to participate and address the Board of Education during the open session of the meeting via Zoom - Electronically or Telephonically.

Public comments may be submitted by email only. Persons who want to comment on agendized topics only are invited to submit comments via email to <u>publiccomment929@dusd.net</u> by Tuesday, September 29, 2020 at 11:45 a.m. All public comments will be read into the record at the meeting.

Please limit comments to 300 words or less (3 minutes).

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

#### **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

The Meeting was Called to Order by Mr. Donald E. LaPlante, President of the Board of Education at 12:03 p.m. on Tuesday, September 29, 2020, via Zoom - Electronically or Telephonically.

#### 2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America was led by Mrs. Giovanna Perez-Saab, Member of the Board of Education.

#### 3. INVOCATION

Invocation was delivered by Mr. Tod M. Corrin, Vice President of the Board of Education.

#### 4. ROLL CALL

Present via Zoom

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 #7 for the Special Meeting of the Board of Education held on September 29, 2020.

Motion made by: D. Mark Morris
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. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.

There was no correspondence to be received.

#### II. GENERAL ADMINISTRATIVE SERVICES

HEAR Public on items appearing on the Agenda.

Via email Public Comment was submitted by Brian Heyman requesting that all teachers return to the classroom and prepare for the resumption of in-person learning. He asked that the article <u>COVID-19 has further exposed the teachers unions' disregard for children</u> be shared with Board Members.

2. APPROVE The Learning Continuity and Attendance Plan for the 2020-2021 school year. (under separate cover)

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

### III. NEXT MEETING

The next meeting of t	the Board of Education will be a	Regular Meeting to be held on Tuesday,
October 6, 2020, at 4	1:00 p.m. in the Pace Training Ce	enter, 9625 Van Ruiten Street, Bellflower,
California.	•	

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e Special Meeting of the Board of Education w	as adjourned at 12:22 p.m.
Donald E. LaPlante, President	D. Mark Morris, Clerk



### Special Board of Education Meeting 10/19/2020 04:00 PM

Downey Unified School District - Pace Training Center 9625 Van Ruiten Street Bellflower, California 90706

Pursuant to Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and the County of Los Angeles Department of Public Health Order of the Health Officer Revised Order Issued May 26, 2020 as a response to mitigating the spread of Coronavirus known as COVID-19 and providing direction for moving the county through Stage 2 of California's Pandemic Resilience Roadmap, the Special Board of Education meeting scheduled for Monday, October 19, 2020 at 4:00 p.m. will allow members of the public to participate and address the Board of Education during the open session of the meeting via teleconference as well as a limited number of in person attendees within Pace Training Center on a first come, first served basis.

Public comments may be submitted in person or by email only. Persons who want to comment on agendized topics only are invited to submit comments via email to <a href="mailto:publiccomment1019@dusd.net">publiccomment1019@dusd.net</a> by Monday, October 19, 2020 at 4:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

#### **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

The Meeting was Called to Order by Mr. Donald E. LaPlante, President of the Board of Education at 4:00 p.m. on Monday, October 19, 2020, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

### 2. FLAG SALUTE

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

#### 3. INVOCATION

Invocation was 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 - electronically

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

ADOPT Agenda #9 for the Special Meeting of the Board of Education held on October 19, 2020.

Motion made by: Tod Corrin
Motion seconded by: Martha Sodetani
Voting:
Donald LaPlante - Yes
Tod Corrin - Yes
D. Mark Morris - Yes
Giovanna Perez-Saab - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Nancy Swenson - Yes

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

There was no correspondence to be received.

### II. CLOSED SESSION

The Board of Education retired into Closed Session at 4:05 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 4:40 p.m.

## III. GENERAL ADMINISTRATIVE SERVICES

1. HEAR Public on items appearing on the Agenda.

Public Comment was submitted via email by Adriana Thomas requesting when planning for the reopening class schedules to please consider working families, noting that half days make daycare more problematic and suggesting Carpenter be considered as a pilot school reopening with limited amount of students.

2. DISCUSS the Return to School plan for the 2020-21 school year.

Discussion was held regarding the Return to School plan and a consensus was made that due to the fact that Los Angeles County is still in the Purple Tier (widespread), reopening in the Hybrid Model on January 4, 2021, is the decision moving forward if Los Angeles County is in the Red Tier at that time.

### IV. NEXT MEETING

The meeting was recessed at 5:04 p.m. and reconvened to 5:13 p.m.

## V. CLOSED SESSION

The Board of Education retired into Closed Session at 5:14 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and Threat to Public Services or Facilities (Government Code Section 54957, and reconvened into Open Session at 7:02 p.m.

## VI. ADJOURNMENT

The meeting adjourned at 7:04 p.m. in memory of Blair Bolles, Hanna Campbell, Don Dunn and Timothy Meledy.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

Donald E. LaPlante, President	D. Mark Morris, Clerk



II. 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through October 2020.  $\mathscr{O}$ 

## **Supporting Documents**



Donations 11-10-20

## Downey Unified School District

### Office of the Superintendent

DATE:

November 10, 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 \$2,503.00 from Downey High School ASB, to be used in support of the TLC Family Resource Center;
- 2. Donation of food and toiletries from Barbara Lamberth, value determined by donor to be \$100.00, to be used in support of the TLC Family Resource Center;
- 3. Donation of various toiletries from Drs. Dan and Debbie Fox, value determined by donor to be \$90.00, to be used in support of the TLC Family Resource Center;
- 4. Donation of canned food, pasta, cereal and toiletries from Alameda Elementary School PTA, value determined by donor to be \$480.00, to be used in support of the TLC Family Resource Center:
- 5. Donation of \$200.00 from Andrea Harris, to be used in support of the TLC Family Resource Center;
- 6. Donation of \$250.00 from Richard J. Strayer, to be used in support of the TLC Family Resource Center;
- 7. Donation of \$60.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
- 8. Donation of pre-packaged meals from MOD Pizza, value determined by donor to be \$400.00, to be used in support of the TLC Family Resource Center;
- 9. Donation of toiletries and children's underwear from Rotary Club of Downey, value determined by donor to be \$250.00, to be used in support of the TLC Family Resource Center;
- 10. Donation of \$2,400.00 from John Kennedy in celebration of Linda Kennedy's 76th birthday, to be used in support of the Robotics and PLTW programs at Stauffer Middle School;

- 11. Donation of \$7,600.00 from John Kennedy in celebration of Linda Kennedy's 76<sup>th</sup> birthday, to be used in support of the Robotics, PLTW and CTE programs at Downey High School;
- 12. Donation of food and used clothing/towels from Shirley Johnson, value determined by donor to be \$50.00, to be used in support of the TLC Family Resource Center;
- 13. Sponsorship donation of \$250.00 from Law Office of Alexis Saab for the Healthy Downey 5K for TLC, to be used in support of the TLC Family Resource Center;
- 14. Donation of feminine hygiene products from Ellie Eck, value determined by donor to be \$35.00, to be used in support of the TLC Family Resource Center;
- 15. Sponsorship donation of \$1,500.00 from Eleanor K. Eck for the Healthy Downey 5K for TLC, to be used in support of the TLC Family Resource Center;
- 16. Donation of 2020-21 Principal and Teacher Grants from the Mary R. Stauffer Foundation, value determined by donor to be \$172,100.00, to be used for student enrichment and educational innovation:
- 17. Donation of an Apple AirPod Pro from the Downey Foundation for Educational Opportunities, value determined by donor to be \$249.00, to be used in support of the Food Services Department's meal application raffle;
- 18. Donation of a Cosori 3.7-quart Air Fryer with recipe book from Odette Perreault, value determined by donor to be \$100.00, to be used in support of our Culinary Arts programs;
- 19. Donation of \$1,000.00 from American Youth Soccer, to be used in support of Downey Unified's 2019-2020 fall and spring sports;
- 20. Donation of \$500.00 from the 99 Cents Only Store, to be used in support of the TLC Family Resource Center;
- 21. Donation of \$500.00 from Manil and Jeong Paik, to be used in support of Gallatin Elementary School.

### SUPERINTENDENT'S RECOMMENDATION:

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



II. 2. RATIFY and/or APPROVE conference attendance and 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.

**Supporting Documents** 



DATE:

November 10, 2020 Board of Education

TO: FROM:

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u> Veronica	<u>Last</u> Cuellar	Position DHH Auditory Verbal Specalis	<u>Dates</u> 7/9/2020 & 7/10/2020	Conference Title AG Bell LSLS Symposium	Location Virtual
		**************************************			VIII COLII
Lori	Acosta	College/Career Tech	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Jeffrey	Arnold	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Marcela	Betancourt	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
David	Calderon Rodriguez	Instruct. Service Tech	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Tina	Campos	College/Career Tech	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
David	Cha	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Terri	Curiel	Counselor	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Liliana	Dussan	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Cindy	Ekk	Counselor	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Wayne	Evans	Counselor	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Sarah Charlotte	Evensen, Ph.D.	TOSA	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Stephanie	Fisher	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Bernard	Glasser	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Andrea	Harris	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
John	Harris	Director	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Ebony	Jordan	Asst. Principal	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Karlin	LaPorta	TOSA	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Maria	Lopez	College/Career Tech	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Deanna	Mack	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Andra	Macomber	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Marvin	Manzanares	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Robert	Nevarez	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Edgar	Orejel	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Rochelle	Ortiz	Counselor	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Paul	Tse	Teacher	9/1/2020 to 9/11/2020	UC High School Counselor Conf.	Virtual
Jeffrey	Arnold	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Marcela	Betancourt	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
David	Cha	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Liliana	Dussan	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Stephanie	Fisher	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Andrea	Harris	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Deanna	Mack	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Andra	Macomber	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Marvin	Manzanares	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Edgar	Orejel	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Paul	Tse	Teacher	9/17/2020 to 9/30/2020	CSU Counselor Conf.	Virtual
Sophia	Alexander	Lead Nurse	10/9/2020	Respirator Fit Tests Training	Virtual
Praxedes	Dangla Cruz	School Nurse	10/9/2020	Respirator Fit Tests Training	Virtual
	I MARTIN THE AREA STATES			STORAGE AND CONTROL AS A TO A CONTROL OF THE CONTRO	
Jennifer	Robbins	Director	10/12/2020 to 10/14/2020	2020 Calif. Assessment Conf.	Virtual
Jason	Quimby	Title 1 Coordinator	10/13/2020 to 11/24/2020	Webinar Innovator's Mindset	San Diego
Stephen	Bellairs	School Nurse	10/16/2020, 10/23, 11/12, 11/19 & 12/9/2020	School Nurse Orientation & Review	Downey
Sarah Charlotte	Evensen, Ph.D.	TOSA	10/26/2020 to 10/28/2020	College Board Virtual Forum 2020	Virtual
John	Harris	Director	10/26/2020 to 10/28/2020	College Board Virtual Forum 2020	Virtual
Karlin	LaPorta	TOSA	10/26/2020 to 10/28/2020	College Board Virtual Forum 2020	Virtual
Sophie	Gallagher	Teacher	10/28/2020	ASCD Symp-Building Trauma Sensitive Schools	Virtual
Blanca	Rochin	Principal	11/5/2020 & 11/6/2020	ACSA Leadership Summit	Virtual
Melissa	Canham	TOSA	11/6/2020 to 11/8/2020	Calif. Math Council South Virtual Conf.	Virtual
V.					

### 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.



II. 30. APPROVE revisions to the unclassified salary schedule as reflected in the attached proposed Administrative Regulation 5241.4, effective January 1, 2021.

## **Supporting Documents**



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

DATE:

November 10, 2020

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

REVISIONS TO THE UNCLASSIFIED SALARY SCHEDULE; AR 5241.4

REVISION

### **ACTION ITEM**

The minimum wage for the State of California increases to \$14.00 per hour effective January 1, 2021. The minimum wage will increase by \$1.00 per hour, on an annual basis, until January 1, 2022, when it reaches \$15.00 per hour. (Staff will create these action items as they are confirmed by the Governor. The Governor may put a stay on the minimum wage increases dependent upon the economic forecast.)

### SUPERINTENDENT'S RECOMMENDATION:

APPROVE revisions to the unclassified salary schedule as reflected in the attached proposed AR 5241.4, effective January 1, 2021.

## Downey Unified School District CLASSIFIED PERSONNEL

### UNCLASSIFIED SALARY SCHEDULE

AR 5241.4

Effective Date: January 1, 2021

CLASSIFICATION	RANGE	<b>Hourly Rates</b>
Athletic Trainer	59	19.50
AVID Tutor	36	14.00
Lab Assistant	25	14.00
Music Specialist	25	14.00
Strength and Conditioning Coach	59	19.50
Student Helper	25	14.00
Writing Center Tutor	36	14.00

## Downey Unified School District CLASSIFIED PERSONNEL

STUDENT SUPERVISION ASSISTANT

AR 5241.3

Effective Date: January 1, 2021

	Hourly Salary Steps					
CLASSIFICATION	1	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
Student Supervision Assistant	11.00	12.00	13.00	14.00	15.00	



II. 31. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year, from September 22, 2020 through October 26, 2020.

## **Supporting Documents**



## DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR SEPTEMBER 22, 2020 - OCTOBER 26, 2020

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$3,506,092.64	PO1 PO2W PO3W	210000000074 210000000174 210000000033	210000000287 210000000871 210000000940
FUND 01.1 SELPA ADMIN UNIT \$248,133.79	PO2W PO3W	21000000734 210000000695	210000000792 210000000936
FUND 01.2 SELPA SCHOOL \$75,684.57	PO2W PO3W	210000000857 210000000839	210000000870 210000000860
FUND 11.0 ADULT \$87,650.47	PO1 PO2W PO3W	21000000277 210000000728 210000000675	210000000283 210000000829 210000000895
FUND 13.0 CAFETERIA \$87,279.97	PO1 PO2W PO3W	21000000284 210000000495 210000000055	210000000286 210000000766 210000000917
FUND 14.0 DEFERRED MAINTENANCE \$125,848.00	PO2W	20000001813	210000000856
FUND 21.0 BOND MEASURE O \$1,905,243.22	CT PO1 PO2W PO3W	21000000009 20000000328 20000000354 210000000508	21000000009 210000000273 210000000826 210000000779



II. 32. 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 August 2020, covered by Payroll Orders issued through September 2020.

**Supporting Documents** 



### DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

November 10, 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 August 2020, covered by Payroll Orders issued through September 2020.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #268-N	(2,976.00)					
Reg. #H1E-C	643.50					
Reg. #H1E-N	135,419.73	555.75	41,007.98	1,934.08	106,115.30	
Reg. #254-N	2,700.28					
Reg. #252-N	941.56					
Reg. #H1D-C	643.50					
Reg. #H1D-N	119,345.73	1,919.71	39,547.04	1,976.73	107,204.31	
Reg #E4D-N		41,153.47			1,581.67	
Reg #241-N	(1,164.00)					

TOTAL

\$598,550.34



II. 33. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20123048 and 20130540 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2020 and ending September 30, 2020.

## **Supporting Documents**



## DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

November 10, 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:

**B WARRANTS** 

### **ACTION ITEM**

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20123048 and 20130540 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning September 1, 2020 and ending September 30, 2020:

General Fund (01.0)	Total	\$5,591,870.75
SELPA Administrative Unit Fund (01.1)	Total	19,078.50
Adult Education Fund (11.0)	Total	89,420.65
Cafeteria Fund (13.0)	Total	319,407.40
Deferred Maintenance Fund (14.0)	Total	365,921.78
Building Fund (21.0)	Total	4,839,981.79
Special Reserve for Capital Outlay Fund (40.0)	Total	56,904.55
Property/Liability Self-Insurance Fund (67.0)	Total	41,851.96
Workers' Comp. Self-Insurance Fund (67.1)	Total	74,913.07
Health Care Self-Insurance Fund (67.2)	Total	1,884,562.73
Dental Care Self-Insurance Fund (67.3)	Total	211,933.56
Vision Care Self-Insurance Fund (67.4)	Total	45,444.20
Retirement Medical Self-Insurance Fund (67.5)	Total	18,212.30
Payroll Clearance Fund (76.0)	Total	1,786,069.21



II. 34. RATIFY Amendment to Lease Agreement with Willscot (Williams Scotsman, Inc.) to cover the cost of leasing portable classroom buildings at Price Elementary School from July 1, 2020 through June 30, 2021.

## **Supporting Documents**



Amendment to Lease Agreement - Williams Scotsman, Inc. - Price ES - MOT



## AMENDMENT TO LEASE AGREEMENT (LEASE TERM RENEWAL)

LESSEE: Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

EQUIPMENT LOCATION: 9525 Tweedy Lane Downey, CA 90240

Contract Number: 154180 and 172395

Equipment Serial/Complex Number: CPX-66172 and CPX-66178

Value: \$48,944.01

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 04/01/2004 as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 07/01/2020 through 06/30/2021 (the "Lease Renewal Term").
- 2. The rental rate per month during the Lease Renewal Term shall be \$400/unit plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 30th day of each month during the Lease Renewal Term.
- 3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
- 4. No additional rented items.
- 5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

### ACCEPTED:

LESSEE:	Downey Unified School District	LESSOR:	WILLIAMS SCOTSMAN, INC.
Signature:		Signature:	
Print Name:	Christina Aragon	Print Name:	
Title:	Associate Superintendent, Business Services	Title:	
Date:	November 10, 2020	Date:	



## AMENDMENT TO LEASE AGREEMENT (LEASE TERM RENEWAL)

LESSEE: Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 EQUIPMENT LOCATION: 9525 Tweedy Lane Downey, CA 90240

Contract Number: 817888 and 817889

Equipment Serial/Complex Number: CPX-10164 and CPX-09994

Value: \$29,401.08

By this Amendment, Williams Scotsman, Inc. and the Lessee (listed above) agree to modify the original lease agreement, dated 03/07/2013 as set forth below.

- 1. The rental term for the equipment identified above, shall be renewed from 07/01/2020 through 06/30/2021 (the "Lease Renewal Term").
- 2. The rental rate per month during the Lease Renewal Term shall be \$644.88/unit plus applicable taxes, which Lessee agrees to pay Lessor in advance on the 7th day of each month during the Lease Renewal Term.
- 3. Knockdown and return freight shall be at Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
- 4. No additional rented items.
- 5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

### ACCEPTED:

LESSEE:	Downey Unified School District	LESSOR:	WILLIAMS SCOTSMAN, INC.
Signature:	· · · · · · · · · · · · · · · · · · ·	Signature:	
Print Name:	Christina Aragon	Print Name:	
Title:	Associate Superintendent, Business Services	Title:	
Date:	November 10, 2020	Date:	



II. 35. RATIFY Service Agreement No. 202021-32 with Five Star Protection to provide fire extinguisher services, repairs, maintenance, and certification of fire extinguishers from July 1, 2020 through June 30, 2021.

## **Supporting Documents**



Service Agreement No. 202021-32 - Five Star Fire Protection - MOT

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

## SERVICE AGREEMENT Agreement No. 202021-32

be an	HIS AGREEMENT made and entered into this <u>22</u> of <u>July</u> , <u>2020</u> by and stween <u>Five Star Fire Protection</u> , hereinafter called the <b>SERVICE PROVIDER</b> at the <b>DOWNEY UNIFIED SCHOOL DISTRICT</b> , hereinafter called the <b>DISTRICT</b> mutually tree 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.  Fire extinguisher services, maintenance, certification, and culinary program kitchen system annual
	certification as well as repairs as-needed by the MOT Services Department.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\( \) 18,000.00 , not to exceed \$\( \) 18,000.00  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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>07/01/2020</u> and will terminate on or before <u>06/30/2021</u> 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

Downey Unified School District Service Agreement No. 202021-32 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. <u>Attorney's Fees.</u> 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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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.

<b>Downey Unified School</b>	District
Service Agreement No.	202021-32

14. <u>Notices:</u> 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:

Name:

SERVICE PROVIDER

Five Star Fire Protection

DISTRICT

**Downey Unified School District** 

Business Services	Dept.:	Customer	Service				
11627 Brookshire Ave.	Address:	740 E. La	mbert Rd. #A				
Downey, CA 90241		La Habra	, CA 90631				
Contact: Debbie Black	Contact:	Ken Space	la .				
(562)469-6521/dblack@dusd.net	Phone/email:	(562) 690	-6500				
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated below DISTRICT  DOWNEY UNIFIED SCHOOL DISTRICT  Signature	SER <u>Five</u>	VICE PR Star Fire P Ken	OVIDER				
Signature	Sign	ature					
Print Name: Christina Aragon	Prir	t Name:	Ken Spada				
Print Title: Associate Superintendent Business Services	Prin	it Title:	VP				
Date:	Date	э:	7/22/2020				
District use only below line							
Account Number to be Charged 01.0-81500.0-00000-81100-5630-7550000							
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 Page 4 of 4 Service Agreement No. 202021-32							



II. 36. RATIFY Amendment to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from September 30, 2020 through April 8, 2021.

## **Supporting Documents**





Amendment Form Number: Q716529

Valid Until: 10/24/2020

Zoom Video Communications Inc. ('Zoom')

55 Almaden Blvd, 6th Floor

San Jose, CA

Email: jim.sigman@zoom.us

#### **Billed To**

Customer: Downey Unified School District - main Contact Name: Chris Nezzer 11627 Brookshire Ave. Downey, California 90241, United States Email Address: cnezzer@dusd.net

Phone: 5624696888

Auto Renew: Yes

Term End Date (co-terminus with the existing contract): 04/08/2021

Initial Paid Subscription Term: 12 Month Renewal Subscription Term: 12 Month Paid Period Start Date: 09/30/2020

Sold To

Customer: Downey Unified School District - main Contact Name: Chris Nezzer 11627 Brookshire Ave. Downey, California 90241, United States

Email Address: cnezzer@dusd.net

Phone: 5624696888

Billing Method: Email Currency: USD Payment Method: Other

Payment Term: Net 30

This Zoom Amendment Form is for adjusting or amending an existing Order Form, or for the purchase of the Zoom licenses and services set forth below. The use and delivery of any services provided for herein shall be governed by Zoom Terms and Conditions found at http://www.zoom.us/terms (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	EXTENDED TOTAL	ESTIMATED PRORATED AMOUNT
New Rate Plan "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	2	USD 3,400.00	USD 6,800.00	USD 3,539.73
Removed Rate Plan "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	-1	USD 3,400.00	USD -3,400.00	USD -1,769.86
				(Before Taxes)  Annual Increm  Associated Inv Amount:		USD 3,400.00 USD 1,769.87

### Other Terms & Notes

#### Special Notes:

The first Invoice amount from this Quote will be prorated based on the existing subscription billing cycle date and thus invoice amount will be different from the above Monthly and Annual Incremental Spend.

#### Other:

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service, subject to the applicable terms and conditions. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

The customer acknowledges that the Estimated Prorated Amount reflected in the Order Form herein may be subject to change (e.g. based on the provisioning date of the Order Form and other applicable factors) and is provided for informational purposes only.



II. 37. RATIFY Service Agreement No. 202021-182 with WestEd to provide professional development training for District staff from September 30, 2020 through July 30, 2021.

## **Supporting Documents**



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

## SERVICE AGREEMENT Agreement No. 202021-182

be ar	HIS AGREEMENT made and entered into thisofOctober, 2020by and etween WestEd, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT utually 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. See Exhibit 1				
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$25,600.00, not to exceed \$25,600.00 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 9/30/2020 and will terminate on or before 7/30/2021 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.  Section 5 is inapplicable, as Service Provider and its employees/subcontractors will have no contact with District students in performance of the work under this Agreement.				

6. <u>Insurance</u>. 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, related to the services under this agreement; and SERVICE PROVIDER

<b>Downey Unified School</b>	District	
Service Agreement No.		

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. DISTRICT shall indemnify and hold harmless SERVICE PROVIDER, its officers and employees, from and against any liability, loss, cost or expense resulting from any injury or damage to persons or property caused by negligent acts or omissions of DISTRICT, its agents or employees while engaged in the performance of this agreement. DISTRICT shall maintain its regular premises liability coverage or insurance covering the building and facilities.

- 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. <u>Attorney's Fees.</u> 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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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 Provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

- 13. <u>Incorporation by Reference.</u> Any exhibits referenced herein shall be incorporated and made a part of this agreement.
- 14. <u>Notices:</u> 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:

SERVICE PROVIDER

DISTRICT

Downey U	nified School District	Name:	WestEd				
Business 8			Management Department				
11627 Bro	11627 Brookshire Ave.		730 Harris	son Street			
Downey, C	A 90241		San Franc	cisco, CA 94107			
Contact: D	ebbie Black	Contact:	Virgilio F.	Tinio, Jr.			
(562)469-6	6521/dblack@dusd.net	Phone/em	ail: (415) 615	-3136/contracts@wested.org			
IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:							
DISTRICT		S	ERVICE PR	OVIDER			
DOWNEY U	NIFIED SCHOOL DISTR						
			Lawren (	Unotrick			
Signature			Signature				
Print Name:	Christina Aragon		Print Name:	Lauren Wrotniak			
Print Title: Associate Superintendent Business Services		Print Title:	Sr. Contracts Administrator				
Date:			Date:	Oct 12, 2020			
District use only below line							
Account Number to be Charged 01.0-73380.0-11100-10000-5804-7490000							
Rani Bertsch, Ed.D., Director, Secondary Education							
Name and Title of Site Administrator-Please print							
Rani Ber		Oct 13, 2020					
Signature of Site Administrator				Date			
Signature of	Signature of Program Director ONLY IF using categorical funds Date						

Downey Unified School District Service Agreement No. \_202021-182

Page 4 of 4

Exhibit 1: Scope of Work Page 1 of 4



excellance in research, development, and service

# Downy Unified School District Scope of Work 2020-2021 Continuing to Implement and Refine Co-Teaching

### **Definition of Co-Teaching:**

When two or more educators CO-PLAN, CO-INSTRUCT, AND CO-ASSESS a group of students with diverse learning needs in the same general education classroom (Murawski, 2003).

### Purpose of Co-Teaching:

Co-teaching enables students with disabilities to access the general curriculum in meaningful ways, without leaving behind the *specially designed instruction* to which they are entitled—instruction that will enable them to reach their full potential (Marilyn Friend, 2016).

### **Professional Learning Offerings:**

WestEd provides a range of professional learning offerings to address the range of implementation and learning needs of educations at all levels of the system (all professional learning offerings can be delivered virtually (synchronous, asynchronous, or a hybrid) or inperson based on district needs to be determined prior to scheduled date).

### **Overall Purpose of Professional Learning Series:**

Provide educators at all levels of the system, from district and site administrators to paraeducators, general education and special education teachers, the knowledge, tools and strategies to continuously apply evidence-based teaching practices to improve student learning outcomes for students with disabilities in the co-taught classroom and all-inclusive settings.

#### Layers of Professional Learning Goals and Objectives

### 1. Target Audience: District and Site Leadership

Focus on empowering site leaders with the knowledge, shared language, and tools necessary to select and support teachers and place students with IEPs in general education classes with the tangible supports that students need to access the curriculum—a student-centered model versus a teacher-centered model. Leaders will:

- Establish shared definitions of inclusive practices and co-teaching;
- Align the implementation and refinement of inclusive practices withother district initiatives;
- Clarify the role of inclusive practices and co-teaching within a Multi-Tiered System of Support;
- Analyze data to identify areas of strength and areas of need for improving inclusive practices;
- Develop master schedules with a focus on inclusive practices and co-teaching;



 Select and support co-teachers for continuous improvement of aninclusive program.

**Recommended Duration:** A series of 4 two-three hour sessions over the course of the school year.

#### 2. Target Audience: General and Special Education Co-Teachers

Focus on replacing common misunderstandings about students with IEPs with facts; explore high incidence disabilities, the impact they have on student learning, and the accommodations that should be provided in the general education classroom to address those who think and learn differently; clarify the differences between modifications and accommodations, and scaffolding and accommodations. Teachers will:

- Understand inclusion, inclusive practices, and co-teaching;
- Understand how students with disabilities learn differently;
- Understand the differences between accommodations and modifications and how to provide those in the co-taught class;
- Establish clear roles and responsibilities for both co-teachers;
- Learn how to co-plan and strengthen the collaborative relationship between the two teachers;
- · Explore the six co-teaching instructional models;
- Learn how to apply the six co-teaching instructional models in both a distance learning model and in-classroom model;
- Apply the High Leverage Practices (HLPs) in Special Education in the co-taught class;
- Use the Universal Design for Learning lesson planning cycle to provide equitable and accessible instruction for all learners in the co-taught class.
- West Ed staff is able to schedule in-person or virtual planning and coaching sessions with co-teaching teams.

Recommended Duration: A series of 4 days over the course of the school year (each full day delivered via virtual sessions will include a two-three hour live session supported by asynchronous learning).

#### 3. Target Audience: Paraeducators

Develop an understanding of the various disability categories, how those disabilities impact a student's ability to learn in a 'traditional' classroom, accommodations that will address those disabilities, and the role of the paraeducator in supporting those accommodations in the general education classroom. Paraeducators will:

- · Understand inclusion, inclusive practices, and co-teaching;
- Understand how students with disabilities learn differently;

Exhibit 1: Scope of Work Page 3 of 4



sucellence in research, dayelopment, and service

- Understand the differences between accommodations and modifications and how to provide those in the co-taught class;
- Explore opportunities for paraeducators to support students in a distance learning model as well as in-classroom model;
- Understand the difference and similarities of push-in versus co-teaching and explore the role of the paraeducator in each model.

Recommended Duration: A series of 2-3 two-hour sessions over the course of the school year.

4. Target Audience: Teachers of Languages Other than English (LOTE)

Build capacity of LOTE teachers to engage a wide range of diverse learners with a specific focus on improving access to learning for students with disabilities.

- Understand inclusion and inclusive practices;
- Understand how students with disabilities learn differently;
- Understand the principles and guidelines of UDL;
- Design lesson plans applying the UDL principles;
- Explore options for providing accommodations to students with disabilities learning a second language;
- Explore opportunities for paraeducators to support students in a distance learning model as well as in-classroom model.

**Recommended Duration:** A series of 2 days over the course of the school year (each full day delivered via virtual sessions will include a two-three hour live session supported by asynchronous learning).

#### **Total Number of Days:**

#### Co-Teachers

- 1 Day Cohort 1: Experienced co-teaching teams (at Downey and Warren High Schools)
- 1 Day for Cohort 2: Experienced co-teaching teams trained in 2019-2020
- 2 Days for Cohort 3: New to co-teaching in 2020-2021
- 2 Days Virtual or in-person coaching support

#### **LOTE Teachers**

1 Days

#### **Paraeducators**

1 Day

Total: 8 Days

Fixed Price contract for \$25,600. 50% shall be due upon execution of contract and 50% shall be due upon completion of services.

Exhibit 1: Scope of Work Page 4 of 4



excellence in research, development, and service

Rani Bertsch, Ed.D.
Director of Secondary Education
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
(562) 469-6780
562-469-6577 (voice)
562-469-6597 (fax)
rbertsch@dusd.net

Bernice Madariaga
Senior Secretary
Secondary Education
Downey Unified School District
11627 Brookshire Ave.
Downey CA 90241
562-469-6781
bmadariaga@dusd.net



II. 38. APPROVE Service Agreement No. 202021-183 with Focused Schools, LLC to provide staff development, leadership training, and executive coaching from November 11, 2020 through June 30, 2021.

#### **Supporting Documents**



scan0327

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

#### SERVICE AGREEMENT Agreement No. 202021-183

Th	HIS AGREEMENT made and entered into this 22 of September, 2020 by and tween Focused Schools, LLC hereinafter called the SERVICE PROVIDED
an ag	tween Focused Schools, LLC , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutuali ree 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.  Focused Schools will provide a bank of 18 service days for the District to use as they see fit to help support and improve areas of need. Service to include professional development, leadership training, executive coaching, etc.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$47,400, not to exceed \$47,400 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.
1.	<u>Term.</u> The term of this agreement begins 11.11.20 and will terminate on or before 6.30.21 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. <u>Insurance</u>. 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.
- 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

<b>Downey Unified School</b>	District
Service Agreement No.	202021-183

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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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.

Downey Unified School District Service Agreement No. 202021-183

Page 3 of 4

14. <u>Notices:</u> 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:

SERVICE PROVIDER

DISTRICT

Downey Unified School District	Name:	Focused S	Schools, LLC
Business Services	Dept.:		
11627 Brookshire Ave.	Address:		h Point Street, #341
Downey, CA 90241	0	Dillon Rog	cisco, CA 94123
Contact: Debbie Black	Contact:		706/drogers@focusedschools.
(562) <u>469-6521/dblack@dusd.net</u>	Phone/email:	413,407.0	700/drogers@rocusedschools.
IN WITNESS WHEREOF, this Agreemen named parties, on the date indicated belo	it has been ac ow:	cepted ar	nd agreed by the below
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	Foci	used Schoo	ls, LLC
		Da	
Signature	Sign	ature	
Print Name: Christina Aragon	Prir	nt Name:	Dillon Rogers
Print Title: Associate Superintendent Business Services	Prir	nt Title:	Finance and Operations
Date:	Dat	e:	9.22.20
District use	only below lii	пе	
Account Number to be Charged 01.0-030	00.0-11100-1000	00-5804-75	30390
Roger Brossmer, Assistant Superintendent, Seco	ondary Education	1	
Name and Title of Site Administrator-Plea	ase print		•
1 Zern Bron			9/28/25
Signature of Site Administrator			Date
Signature of Program Director ONLY IF u	ising categoric	cal funds	Date
Downey Unified School District Service Agreement No. 202021-183			Page 4 of 4



### **Downey Unified School District**

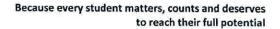
2020 - 2021 SERVICE PROPOSAL

focusedschools.com

Page 1 of 3

Guaranteed GROWTH for every student.

Contact: 714-235-4028 jleight@focusedschools.com





#### **Our Commitment: Onsite and Distance**

Below is pricing for Downey Unified School District.

#### The offer for 2020-2021 includes:

A bank of 18 days to be used by the District to support and improve areas of need.

	Description of Services	Total Months	Total Consultants	Total Days/Month	Total Days	Daily Rate	Total
В	ank of Days	N/A	2	N/A	18	\$2,300	\$41,400
r   T	Total Service Days 18 \$2,300						
	Total Admin Days 8 \$750						
T	Total Travel						
T	Total Service Proposal 2020-2021						\$47,400

focusedschools.com

Page 2 of 3

Guaranteed GROWTH for every student.

Contact: 714-235-4028 jleight@focusedschools.com



Because every student matters, counts and deserves to reach their full potential

#### **Learn More About Focused Schools**

#### Access our:

- Website;
- > Facebook;
- > Twitter; and
- > Blog

where you will find great artifacts, tools, and resources.

Focused Schools governments our clients will make improvements in instruction and in structures that support instruction. These changes lead to rapid and sustainable gains in student achievement.

#### **CONTACT INFORMATION**

Jan Leight
Senior Executive, Partner
714-235-4028
Email: jleight@focusedschools.com

Dillon Rogers Finance and Operations Manager 415-407-5706 Email: drogers@focusedschools.com

focusedschools.com

Page 3 of 3

Guaranteed GROWTH for every student.

Contact: 714-235-4028 jleight@focusedschools.com



II. 39. RATIFY Service Agreement No. 202021-184 with Siva & Associates, Inc. to conduct Assistive Technology Assessments for Special Education students from October 6, 2020 through June 30, 2021.

#### **Supporting Documents**

Service Agreement No. 202021-184 - Siva & Associates, Inc. - Spec Ed.

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

# SERVICE AGREEMENT Agreement No. 202021-184

e an	IIS AGREEMENT made and entered into this <u>5</u> of <u>October</u> , <u>2020</u> by and tween <u>Siva &amp; Associates Inc.</u> , hereinafter called the <b>SERVICE PROVIDER</b> d the <b>DOWNEY UNIFIED SCHOOL DISTRICT</b> , hereinafter called the <b>DISTRICT</b> mutually
Ŭ	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.  Conduct AT Assessments for Special Education Students
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$17,000, not to exceed \$17,000 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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins October 6, 2020 and will terminate on or before June 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. <u>Insurance</u>. 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

Downey Unified School District Service Agreement No. 202021-184 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. <u>Attorney's Fees.</u> 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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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. <u>Incorporation by Reference.</u> Any exhibits referenced herein shall be incorporated and made a part of this agreement.

<b>Downey Unified School</b>	District
Service Agreement No.	202021-184

14. <u>Notices:</u> 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:

SERVICE PROVIDER

DISTRICT

Email: wshannon@dusd.net

Downey U	nified School District	Name:	Siva & As	sociates	
Business S	Services	Dept.: Suite 109			
11627 Bro	okshire Ave.	Address: 11930 Avo		on Way	
Downey, C	CA 90241		Los Angel	les, Ca 90066	
Contact: D	ebbie Black	Contact:	Priya Siva		
(562) <u>469-6</u>	6521/dblack@dusd.net	Phone/email:	310)899-1	1790/priya425@gmail.com	
named partie	S WHEREOF, this Agreements, on the date indicated below	ow:			
DISTRICT		SER	VICE PR	OVIDER	
DOWNEY U	NIFIED SCHOOL DISTRICT				
			Truja	five	
Signature		Sign	ature		
Print Name:	Christina Aragon	Prir	nt Name:	Priya Siva	
Print Title:	Associate Superintendent Business Services	Prir	nt Title:	assistive technology professions occupational therapist	
Date:		Dat	e:	10-5-2020	
	District use	only below li	ne		
Account Nur	mber to be Charged01.0-	-65000.0-5760	0-11100-	5816-7430000	
	. Sandoval, Director of Speci	al Education	ionalistica (aprilia) (niii		
Kennya and Andrews	itle of Site Administrator-Ple				
POROCO	920 19.16 PDT]	uoc piiit		Oct 6, 2020	
Signature of	Site Administrator			Date	
Signature of	Program Director ONLY IF	using categori	cal funds	Date	
Downey Unified Service Agreeme	School District ent No. 202021-184		60 60 60 60 60 60	Page 4 of 4	
Cath			***		

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#### Siva & Associates Inc.

# OCCUPATIONAL THERAPY ASSISTIVE TECHNOLOGY PHYSICAL THERAPY 2020-2021 ASSESSMENT RATE SHEET (effective July 1st, 2020)

#### O.T., A.T., or P.T. INITIAL EVALUATION

- > scheduling/co-ordination of assessment date
- > one time travel to/from site for assessment
- > in-person assessment of student
- > phone/email interview with staff, parent
- > record review
- written report COST \$2,000.00

#### O.T., A.T., or P.T. INDEPENDENT EDUCATIONAL EVALUATION

- > scheduling/co-ordination of assessment date
- > one time travel to/from site for assessment
- > in-person assessment of student
- > phone/email interview with staff, parent
- > record review of one past assessment. Review of additional assessments will incur a \$200 charge each
- written report COST \$2,200.00

#### ADDITIONAL FEES (only if applicable)

- > should assessment require more than one visit due to student illness partway through evaluation, student unavailable after therapist arrives on site etc., an additional fee of \$450 will be incurred for each subsequent visit
- > if student is absent on day of scheduled visit, a \$250 fee will be incurred

#### IEP ATTENDANCE

- > IEP attendance: \$300 first hour, \$225 for every subsequent hour. Minimum first hour fee applies if IEP is less than an hour
- 48 business hours cancellation required, otherwise first hour in-person attendance fee applies

#### INVOICING

- > payment is due no later than 60 calendar days following submission of an invoice
- should payment be dated more than 60 calendar days after submission of invoice, a 10% late fee will apply. If payment is received more than 90 calendar days after submission of an invoice, a 20% late fee will apply. An additional 10% fee will apply for each 30 days payment is late.

Priya Siva, OTR/L, ATP
Certificate in Sensory Integration (SIPT Certified)
Provider-Bone Conduction (TLP, CP\_BC)

Phone: 310 699-1790 Fax: 310 439-2666 Email:priya425@gmail.com



II. 40. RATIFY Agreement for Independent Consultant Services No. 202021-185 with Linda Lee to provide instruction for oil painting and color-your-world watercolor painting classes at the Downey Adult School from July 1, 2020 through June 30, 2021.

#### **Supporting Documents**



Agreement for Independent Consultant Services No. 202021-185 - Linda Lee - DAS

#### **DOWNEY UNIFIED SCHOOL DISTRICT**

#### AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-185

This A	AGREEMENT is made and entered into this 1st day of July 2020,						
betwe	between the Downey Unified School District ("DISTRICT") and						
Linda Lee, ("CONSULTANT"), to provide serv							
Dlane	the direction of:  ca Rochin  ed Name Administrator Site/Department)  Downey Adult School  (Site/Department)						
1.	SCOPE OF SERVICES  CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed).  Instruction for Oil Painting						
	and Color Your World-watercolor painting classes						
2.	LOCATION OF PERFORMANCE/SERVICE: Downey Adult School						
3.	PERIOD OF AGREEMENT This Agreement is effective 07/01/2020 and will be completed by 06/30/2021 inclusive. CONSULTANT acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.						
4.	CREDENTIAL  Does service provided require a credential, certificate, or permit:  Yes No  Have you ever paid into or are you a retiree of CalSTRS?  Yes No						
	If Yes and service requires a credential, certificate, or a permit, you <u>must</u> be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code Section 45134 and Section 88033.).						

#### 5. INDEPENDENT CONSULTANT

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

#### PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$60% class fee paid per student not to exceed a total of \$10,000,00 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked. (CONSULTANT may also use District Form - Statement for Services Rendered, see attached)

#### INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless 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 CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages 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. CONSULTANT 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.

#### 8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT 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.

- a. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in 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.

Agreement for Independent Consultant Services
2 | Page | Rev. 0 7/10/1 8

#### 10. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

#### 11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

#### WORK PRODUCT

CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

#### 13. TERMINATION

Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

#### 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

#### 15. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

#### 16. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.

Ag	reemen	t for I	ndep	endeni	t Consul	tant :	Services

- (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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.

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks here under.

#### 9. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.

Consultant Name	Downey Unified School District
Signature Signature	Christina Aragon Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	November 10, 2020
-	
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
July 23 2020	
District use only b	elow line
Account Number to be Charged: 11.0 00000.0 41	100 10000 5804 6280000
Blanca Rochin, Principal  Print Name and Title of Site Administrator  Date	20 Blanen Rock Signature of Site Administrator
If using categorical funds, forward this agreement to t Approval before sending to Business Services.	he appropriate Program Director for
Signature of Program Director Date	Financial Services (verify acct. #)
Agreement for Independent Consultant Service 5   Page	Rev. 07/10/18



II. 41. RATIFY Service Agreement No. 202021-186 with Communication Solutions to conduct AT assessments for Special Education students from October 6, 2020 through June 30, 2021.

#### **Supporting Documents**



Service Agreement No. 202021-186 - Communications Solutions - Spec Ed

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

#### SERVICE AGREEMENT Agreement No. 202021-186

oe an	IIS AGREEMENT made and entered into this <u>5</u> of <u>October</u> , <u>2020</u> by and tween <u>Communications Solutions</u> , hereinafter called the <b>SERVICE PROVIDER</b> d the <b>DOWNEY UNIFIED SCHOOL DISTRICT</b> , hereinafter called the <b>DISTRICT</b> mutually ree 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.  Conduct AT Assessments for Special Education Students
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{15,000}{2}, not to exceed \$\frac{15,000}{2} 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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins October 6, 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. <u>Insurance</u>. 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

Downey Unified School District Service Agreement No. 202021-186 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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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. <u>Incorporation by Reference.</u> Any exhibits referenced herein shall be incorporated and made a part of this agreement.

<b>Downey Unified School</b>		
Service Agreement No.	202021-186	

14. <u>Notices:</u> 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:

Name:

SERVICE PROVIDER

Siva & Associates

DISTRICT

Email: wshannon@dusd.net

Downey Unified School District

Business S	Services	Dept.:	Suite 109		
11627 Bro	okshire Ave.	Address:	11930 Av	on Way	
Downey, C	A 90241		Los Angel	es, Ca 90066	
Contact: D	ebbie Black	Contact:	Priya Siva		
(562) <u>469-6</u>	5521/dblack@dusd.net	Phone/email:	310)699-1	790/priya425@gmail.com	
named partie	S WHEREOF, this Agreemer es, on the date indicated belo NIFIED SCHOOL DISTRICT	ow: SER	VICE PR	OVIDER	
Cianotum		I L	druga ature	Dva I	
Signature		Sign	aluie	0 0.	
Print Name:	Christina Aragon	Prir	nt Name:	Friga Siva	
Print Title:	Associate Superintendent Business Services	Prir	nt Title:	assistive technology profession occupational therapist	מרג
Date:		Dat	e:	10-5-2020	
	District use	only below li	ne		_
Account Nur	mber to be Charged 01.0-6	65000.0-57600	-11100-5	816-7430000	
	G. Sandoval, Director of Spe				
Name and T		ase print		Oct 8, 2020	
	Site Administrator	and the second seco		Date	
Signature of	F Program Director ONLY IF	using categori	cal funds	Date	
Downey Unified Service Agreem	School District ent No202021-186		6 8 8	Page 4 of 4	
Satt					

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www.assistivetechla.com

#### Communication Solutions - 2020-2021 Fee Schedule

AT/AAC Assessments (formal written report included): \$1000.00 - \$1200.00 (IEP not included)

Personalizing Communication Systems: \$100.00/hr

Training to Incorporate AT/AAC strategies/systems: \$155.00/hr

Attend IEP: \$150.00/hr (1 hour Maximum)

Contract Speech Language Pathologist - \$80.00/hr

Contract Speech Language Pathologist for a speech assessment - \$1400.00

\*\*\*Travel time fee may be applied depending upon travel distance\*\*\*

Each service listed above should be considered to achieve optimal success for each communication system.

Contact information:
Kelly Murtha
315 San Luis Rey Rd
Arcadia CA, 91007
818-640-3724
818-806-3193 (fax)
Kelly@assistivetechla.com



525 S. Mariposa Street, Burbank, CA. 91506 T: 818 - 640 3724 | F: 818 - 806 3193 E: kelly@assistivetechla.com

www.assistivetechla.com

#### **COVID-19 Liability Release Waiver**

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), Communications Solutions is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include: • Fever • Fatigue • Dry Cough • Difficulty Breathing I agree to the following: • I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days. • I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days. • I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days. • I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 30-days. • I understand that Communications Solutions cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

Communications Solutions is following theses enhanced procedures to prevent the spread of COVID-19: wearing face shield, wearing face mask, wearing latex gloves, sanitizing all testing equipment before and after the assessment with disinfecting wipes.

By signing below, I agree to each statement above and release Communications Solutions from any and all liability for unintentional exposure or harm due to COVID-19.

	(Signature)
(Date)	



# CALIFORNIA DEPARTMENT OF EDUCATION NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 24, 2019

NPA ID: 9900770

Nonpublic Agency: Communications Solutions

Site Administrator: Kelly Murtha

Site Address: 315 San Luis Rey Road

City: Arcadia

CA 91007

Maximum Capacity: 75 Grades: PK to 12

Student Gender: Coed

#### 2020 CERTIFICATION STATUS:

#### **APPROVED**

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

#### **EFFECTIVE DATES:**

January 01, 2020 through December 31, 2020

Authorized	I Sites to Serv	e: V LEA	As NP	A Site	NPS Sites	Virtual Services
Authorized	I to Provide th	e Following Re	elated Service	es:		
APE	☐ BII	✓ LSDR	PCT	SDTI	VECD	
☐ AS	CG	☐ MT	☐ PS	SW	∏ LI:	
✓ ATS	LI EE	ОМ	PT	_ TS	Other Se	rvices Authorized:
BID	HNS	OT	RS	VS		

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit

Special Education Division



II. 42. APPROVE Agreement No. 202021-187 with Qualtrics, LLC to provide Research Suite Cloud Professional software from December 22, 2020 through December 21, 2021.

#### **Supporting Documents**



Agreement No. 202021-187 - Qualtrics - College & Career Readiness - J. Harris

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#### **Order Form**

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Po Do Ur	owney Unified School District Downey, CA 90241 District D
Effective Date:	The date signed by the last part		
Governing Document:	but not defined herein have the	ms-of-service/ (the 'meanings given to	f Service at "Agreement"). All capitalized terms used them in the Agreement. If there is a his Order Form, this Order Form will
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit		
Services:	As set forth in the exhibits attac	hed hereto	
Term:	As set forth in the exhibits attac	hed hereto	
Payment Terms:	As set forth in the exhibits attac	hed hereto	
Additional Terms:			
To be completed	d by Customer		
Regional Data Center:	US	Purchase Order Number (if any):	
Email Address for Invoice Submission:	accountspayable@dusd.net nvaldez@dusd.net	Shipping Address:	11627 Brookshire Ave. Downey, CA 90241
Invoicing Instructions (if applicable):	Downey Unified School District Accounts Payable accountspayable@dusd.net	Billing Address for Invoice Submission:	Attn: Nancy Valdez 11627 Brookshire Ave. Downey, CA 90241

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name: Christina Aragon
Title:	Title: Associate Superintendent, Business Services
Date:	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Mahonri Pacanos	Name: John Harris
Phone: (385) 203-4506	Phone: (562)469-6577
Email: mahonrip@qualtrics.com	Email: jharris@dusd.net

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#### **Order Form**

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	P D U	owney Unified School District o Box 7017 owney, CA 90241 Inited States 'Customer")
Effective Date:	The date signed by the last part	y to sign.	
Governing Document:	but not defined herein have the	ms-of-service/ (the meanings given to	of Service at "Agreement"). All capitalized terms used them in the Agreement. If there is a this Order Form, this Order Form will
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit		
Services:	As set forth in the exhibits attac	ched hereto	
Term:	As set forth in the exhibits attac	ched hereto	
Payment Terms:	As set forth in the exhibits attac	ched hereto	
Additional Terms:			
To be completed	by Customer		
Regional Data Center:	US	Purchase Order Number (if any)	RECOVER TO THE PROPERTY OF THE
Email Address for Invoice Submission;		Shipping Address:	
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn:

Qualtrics	Customer Downey Unified School District
By (signature):	By (signature):
Name:	Name: Christina Aragon
Title:	Title: Associate Superintendent, Business Services
Date:	Date: November 10, 2020
Qualtrics Primary Contact:	<b>Customer Primary Contact:</b>
Name: Mahonri Pacanos	Name: John Harris
Phone: (385) 203-4506	Phone: (562)469-6577
Email: mahonrip@qualtrics.com	Email: jharris@dusd.net

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#### Order Form

#### Service Level Exhibit

#### Service Levels

- 1. Availability. Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("Scheduled Maintenance"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("Availability").
- Scheduled Maintenance. A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
- 3. Downtime. "Downtime" is defined as the Cloud Service having no Availability, expressed in minutes.
- 4. Remedies for Downtime. If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("Fee Credit") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
  - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
  - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

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# Order Form Fees Exhibit

Li	ce	ns	e [	)e	tai	ls

Start Date	End Date	Term in Months	
22-Dec-2020	21-Dec-2021	12	

#### **Cloud Service Details**

Year	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
1	Cloud Professional	\$60,702.00 \$0.00	Effective Date	Net 30	Q-1337165
Total		USD \$60,702.00			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

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#### **Order Form**

#### **Cloud Service Exhibit**

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal within 30 days after receiving the renewal notice.

[Description of Services on following page]

# qualtrics.\*\*

#### **Order Form**

YEAR 1 Q-1337165

#### **CLOUD SERVICE**

Research Suite

Research Suite Core:
Advanced Distribution Package: 2
Offline Mobile App Feature
SMS Surveys Features
Signature Question Type
File Upload Feature
Text Highlighting Feature
Stats iQ
Developer Tools
RS Feature - Single-Sign-On (SSO) Feature- District 1
Advanced Features Package: 3

**PROFESSIONAL SERVICES** 



# Terms of Service or General Terms and Conditions for Qualtrics Services ("GTC")

If a valid agreement exists between you ("Customer") and Qualtrics, LLC ("Qualtrics", an SAP America Inc. company) related to the subject matter hereof, those terms take precedence over these terms unless otherwise agreed by the Parties in relation to a specific Order Form. These GTC may be updated from time to time as explained herein. Refer to these GTC regularly to ensure compliance. These GTC can be found at www.qualtrics.com/termsof-service. Acceptance. Please read these GTC carefully before using www.qualtrics.com (the "Website") or the products or services offered by Qualtrics (the "Services"). These GTC take effect when you click an "I Accept" button or checkbox presented with these GTC or when you use any of the Services or Website, whichever occurs first. If you are agreeing to these GTC on behalf of Customer, you represent to Qualtrics that you have legal authority to bind Customer. Modifications to this Agreement. Qualtrics may modify these GTC at any time by posting a revised version on this website (www.qualtrics.com/terms-of-service) or otherwise providing notice to Customer. By continuing to use the Services after the effective date of any modifications to these GTC, Customer agrees to be bound by the modified terms. Some Services may be subject to additional terms specific to those Services as set forth in the Service-Specific Terms https://www.qualtrics.com/service-specific-terms/, which are incorporated herein to the extent applicable. United States Federal Government Agency: If you are a United States federal government agency, use of the Services is 

1 **DEFINITIONS** Capitalized terms used in this document are defined in the Glossary.

#### **2 USAGE RIGHTS AND RESTRICTIONS**

- 2.1 **Grant of Rights.** Qualtrics grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials (as applicable) and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.
- 2.2 **Authorized Users.** Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.
- 2.3 **Acceptable Use Policy.** With respect to the Cloud Service, Customer will not:
  - (a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,
  - (b) transmit any content or data that is unlawful or infringes any intellectual property rights, or
  - (c) circumvent or endanger its operation or security.
- 2.4 **Verification of Use.** Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. Qualtrics may monitor use to verify compliance with Usage Metrics, volume and the Agreement.
- 2.5 **Suspension of Cloud Service.** Qualtrics may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. Qualtrics will promptly notify Customer of the suspension or limitation. Qualtrics will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.
- 2.6 **Third Party Web Services.** The Cloud Service may include integrations with web services made available by third parties (other than Qualtrics' Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those

third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7 **Mobile Access to Cloud Service.** If applicable, Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

#### **3 QUALTRICS RESPONSIBILITIES**

- 3.1 **Provisioning.** Qualtrics provides access to the Cloud Service as described in the Agreement.
- 3.2 **Support.** Qualtrics provides support for the Cloud Service as referenced in the Order Form.
- 3.3 **Security.** Qualtrics will implement and maintain appropriate technical and organizational measures to protect the personal data processed by Qualtrics as part of the Cloud Service as described in the Data Processing Agreement attached hereto as **Exhibit A** ("**DPA**") for Cloud Services incorporated into the Order Form in compliance with applicable data protection law.

#### 3.4 Modifications.

- (a) The Cloud Service and Qualtrics Policies may be modified by Qualtrics. Qualtrics will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.
- (b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to Qualtrics within thirty days after receipt of Qualtrics' informational notice.

- 3.5 **Analyses.** Qualtrics or Qualtrics' Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("**Analyses**"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials. Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes:
  - (a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Qualtrics products and services,
  - (b) improving resource allocation and support,
  - (c) internal demand planning,
  - (d) training and developing machine learning algorithms,
  - (e) improving product performance,
  - (f) verification of security and data integrity
  - (g) identification of industry trends and developments, creation of indices and anonymous benchmarking

#### **4 CUSTOMER AND PERSONAL DATA**

- 4.1 **Customer Data.** Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to Qualtrics (including Qualtrics' Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Service.
- 4.2 **Personal Data.** Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.
- 4.3 **Security.** Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from Qualtrics.

#### 4.4 Access to Customer Data.

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in

- which case Qualtrics and Customer will find a reasonable method to allow Customer access to Customer Data.
- (b) Before the Subscription Term expires, if available, Customer may use Qualtrics' self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service. Alternatively, Customer may request data export through support ticket.
- (c) At the end of the Agreement, Qualtrics will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention.

  Retained data is subject to the confidentiality provisions of the Agreement.
- (d) In the event of third party legal proceedings relating to the Customer Data, Qualtrics will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

#### **5 FEES AND TAXES**

- 5.1 **Fees and Payment.** Customer will pay fees as stated in the Order Form. After prior written notice, Qualtrics may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable.
- 5.2 **Taxes.** Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than Qualtrics' income and payroll taxes. Customer must provide to Qualtrics any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Qualtrics is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Qualtrics for those amounts and indemnify Qualtrics for any taxes and related costs paid or payable by Qualtrics attributable to those taxes.

#### **6 TERM AND TERMINATION**

- 6.1 **Term.** The Subscription Term is as stated in the Order Form.
- 6.2 **Termination.** A party may terminate the Agreement:

- (a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,
- (b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or
- (c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.
- 6.3 **Refund and Payments.** For termination by Customer or an 8.1(c) termination, Customer will be entitled to:
  - (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
  - (b) a release from the obligation to pay fees due for periods after the effective date of termination.
- 6.4 **Effect of Expiration or Termination.** Upon the effective date of expiration or termination of the Agreement:
  - (a) Customer's right to use the Cloud Service and all Qualtrics Confidential Information will end,
  - (b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and
  - (c) termination or expiration of the Agreement does not affect other agreements between the parties.
- 6.5 **Survival.** Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

#### **7 WARRANTIES**

- 7.1 **Compliance with Law.** Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:
  - (a) in the case of Qualtrics, the operation of Qualtrics' business as it relates to the Cloud Service, and
  - (b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.
- 7.2 **Good Industry Practices.** Qualtrics warrants that it will provide the Cloud Service:

- (a) in substantial conformance with the Documentation; and
- (b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.
- 7.3 **Remedy.** Customer's sole and exclusive remedies and Qualtrics' entire liability for breach of the warranty under Section 7.2 will be:
  - (a) the re-performance of the deficient Cloud Service, and
  - (b) if Qualtrics fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of Qualtrics' failure to re-perform.

#### 7.4 System Availability.

- (a) Qualtrics warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").
- (b) Customer's sole and exclusive remedy for Qualtrics' breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow Qualtrics' posted credit claim procedure. When the validity of the service credit is confirmed by Qualtrics in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.
- (c) In the event Qualtrics fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Qualtrics with written notice within thirty days after the failure.
- 7.5 **Warranty Exclusions.** The warranties in Sections 7.2 and 7.4 will not apply if:

- (a) the Cloud Service is not used in accordance with the Agreement or Documentation,
- (b) any non-conformity is caused by Customer, or by any product or service not provided by Qualtrics, or
- (c) the Cloud Service was provided for no fee.

7.6 **Disclaimer.** Except as expressly provided in the Agreement, neither Qualtrics nor its subcontractors make any representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of Qualtrics or product roadmaps in obtaining subscriptions for any Cloud Service.

#### **8 THIRD PARTY CLAIMS**

#### 8.1 Claims Brought Against Customer.

- (a) Qualtrics will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. Qualtrics will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Qualtrics enters into) with respect to these claims.
- (b) Qualtrics' obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by Qualtrics, or (iii) use of the Cloud Service provided for no fee.
- (c) In the event a claim is made or likely to be made, Qualtrics may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably

available, Qualtrics or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against Qualtrics. Customer will defend Qualtrics against claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify Qualtrics against all damages finally awarded against Qualtrics and its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

#### 8.3 Third Party Claim Procedure.

- (a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.
- (b) The party that is obligated to defend a claim will have the right to fully control the defense.
- (c) Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.
- 8.4 **Exclusive Remedy.** The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

#### 9 LIMITATION OF LIABILITY

- 9.1 **Unlimited Liability.** Neither party will exclude or limit its liability for damages resulting from:
  - (a) the parties' obligations under Section 8.1(a) and 8.2,
  - (b) unauthorized use or disclosure of Confidential Information.
  - (c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,
  - (d) death or bodily injury arising from either party's gross negligence or willful misconduct, or

- (e) any failure by Customer to pay any fees due under the Agreement.
- 9.2 **Liability Cap.** Subject to Sections 9.1 and 9.3, the maximum aggregate liability of either party (or its respective Affiliates or Qualtrics' subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

#### 9.3 Exclusion of Damages. Subject to Section 9.1:

- (a) neither party (nor its respective Affiliates or Qualtrics' subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and
- (b) Qualtrics will not be liable for any damages caused by any Cloud Service provided for no fee.
- 9.4 **Risk Allocation.** The Agreement allocates the risks between Qualtrics and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

#### 10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 **QUALTRICS Ownership.** Qualtrics, Qualtrics' Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to Qualtrics and its licensors.
- 10.2 **Customer Ownership.** Customer retains all rights in and related to the Customer Data. Qualtrics may use Customer-provided trademarks solely to provide and support the Cloud Service.
- 10.3 **Non-Assertion of Rights.** Customer covenants, on behalf of itself and its successors and assigns, not to assert against Qualtrics and its Affiliates or licensors, any rights, or any claims

of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

#### 11 CONFIDENTIALITY

#### 11.1 Use of Confidential Information,

- (a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11. Customer will not disclose the Agreement or the pricing to any third party.
- (b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.
- (c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.
- 11.2 **Exceptions.** The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:
  - (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,
  - (b) is generally available to the public without breach of the Agreement by the receiving party,
  - (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or
  - (d) the disclosing party agrees in writing is free of confidentiality restrictions.

11.3 **Publicity.** Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Qualtrics may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of Qualtrics' marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation). Customer agrees that Qualtrics may share information on Customer with its Affiliates for marketing and other business purposes and that it has secured appropriate authorizations to share Customer employee contact information with Qualtrics.

#### 12 MISCELLANEOUS

- 12.1 **Severability** If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.
- 12.2 **No Waiver.** A waiver of any breach of the Agreement is not deemed a waiver of any other breach.
- 12.3 **Electronic Signature.** Electronic signatures that comply with applicable law are deemed original signatures.
- 12.4 **Regulatory Matters.** Qualtrics Confidential Information is subject to export control laws of various countries, including the laws of the United States and Germany. Customer will not submit Qualtrics Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Qualtrics Confidential Information to countries, persons or entities if prohibited by export laws.
- 12.5 **Notices.** All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department. Notices by Qualtrics relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to Customer's authorized representative or administrator identified in the Order Form.
- 12.6 **Assignment.** Without Qualtrics' prior written consent, Customer may not assign or transfer the Agreement (or any of its rights or obligations) to any party. Qualtrics may assign the Agreement to Qualtrics Affiliates.

- 12.7 **Subcontracting.** Qualtrics may subcontract parts of the Cloud Service or Consulting Services to third parties. Qualtrics is responsible for breaches of the Agreement caused by its subcontractors.
- 12.8 **Relationship of the Parties.** The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.
- 12.9 **Force Majeure.** Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance
- 12.10 **Governing Law.** The Agreement and any claims relating to its subject matter will be governed by and construed under the laws of the Commonwealth of Pennsylvania, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in Philadelphia, Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement. Either party must initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).
- 12.11 **Entire Agreement.** The Agreement constitutes the complete and exclusive statement of the agreement between Qualtrics and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will

have no force and effect, even if Qualtrics accepts or does not otherwise reject the purchase order.

12.12 **Data Processing Agreement.** Where Customer is processing personal data using the Services, the DPA shall govern the processing of such personal data.

### Glossary

- 1 "Affiliate" of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.
- 2 "Agreement" means an Order Form and documents incorporated into an Order Form.
- 3 "Authorized User" means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of
  - (a) Customer
  - (b) Customer's Affiliates, and/or
  - (c) Customer's and Customer's Affiliates' Business Partners.
- 4 "Business Partner" means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer. 5 "Cloud Service" means any distinct, subscription-based, hosted,
- 5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on- demand solution provided by Qualtrics under an Order Form.
- 6 "Cloud Materials" mean any materials provided or developed by Qualtrics (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

#### 7 "Confidential Information" means

(a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii)

- Customer implementation plans, and/or (iv) Customer financial information, and
- (b) with respect to Qualtrics: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding Qualtrics research and development, product offerings, pricing and availability.
- (c) Confidential Information of either Qualtrics or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure
- 8 "Consulting Services" means professional services, such as implementation, configuration, custom development and training, performed by Qualtrics' employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.
- 9 "Customer Data" means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Qualtrics' Confidential Information.
- 10 "Documentation" means Qualtrics' then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.
- 11 "Order Form" means the medium by which Customer purchases a Cloud Service, including, as applicable, an ordering document that references the GTC.
- 12 "Qualtrics Policies" means the operational guidelines and policies applied by Qualtrics to provide and support the Cloud Service as incorporated in an Order Form.
- 13 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

14 **"Supplement"** means as applicable, the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

15 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

#### **Exhibit A**

Data Processing Agreement

## PERSONAL DATA PROCESSING AGREEMENT FOR QUALTRICS CLOUD SERVICES

This Data Processing Addendum ("DPA") is entered into BETWEEN (1) **Customer**; and (2) **Qualtrics**.

#### 1 BACKGROUND

- 1.1 **Purpose and Application.** This document is incorporated into the Agreement and forms part of a written (including in electronic form) contract between Qualtrics and Customer. This DPA applies to Personal Data processed by Qualtrics and its Subprocessors in connection with its provision of the Cloud Service. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by Qualtrics, and Customer shall not store Personal Data in such environments.
- 1.2 **Structure.** Appendices 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects and the applicable technical and organizational measures.
- 1.3 **GDPR.** Qualtrics and Customer agree that it is each party's responsibility to review and adopt requirements imposed on Controllers and Processors by the General Data Protection Regulation 2016/679 ("GDPR"), in particular with regards to

Articles 28 and 32 to 36 of the GDPR, if and to the extent applicable to Personal Data of Customer/Controllers that is processed under the DPA. For illustration purposes, Appendix 3 lists the relevant GDPR requirements and the corresponding sections in this DPA.

1.4 **Governance.** Qualtrics acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA. Customer acts as a single point of contact and is solely responsible for obtaining any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use Qualtrics as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where Qualtrics informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service and it is Customer's responsibility to forward such information and notices to the relevant Controllers.

#### **2 SECURITY OF PROCESSING**

#### 2.1 Appropriate Technical and Organizational Measures.

Qualtrics has implemented and will apply the technical and organizational measures set forth in Appendix 2. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

2.2 **Changes.** Qualtrics applies the technical and organizational measures set forth in Appendix 2 to Qualtrics' entire customer base hosted out of the same Data Center and receiving the same Cloud Service. Qualtrics may change the measures set out in Appendix 2 at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

#### **3 QUALTRICS OBLIGATIONS**

- 3.1 Instructions from Customer. Qualtrics will process
  Personal Data only in accordance with documented
  instructions from Customer. The Agreement (including this
  DPA) constitutes such documented initial instructions and
  each use of the Cloud Service then constitutes further
  instructions. Qualtrics will use reasonable efforts to follow any
  other Customer instructions, as long as they are required by
  Data Protection Law, technically feasible and do not require
  changes to the Cloud Service. If any of the before-mentioned
  exceptions apply, or Qualtrics otherwise cannot comply with an
  instruction or is of the opinion that an instruction infringes Data
  Protection Law, Qualtrics will immediately notify Customer
  (email permitted).
- 3.2 **Processing on Legal Requirement.** Qualtrics may also process Personal Data where required to do so by applicable law. In such a case, Qualtrics shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.
- 3.3 **Personnel.** To process Personal Data, Qualtrics and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. Qualtrics and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.
- 3.4 **Cooperation.** At Customer's request, Qualtrics will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding Qualtrics' processing of Personal Data or any Personal Data Breach. Qualtrics shall notify the Customer as soon as reasonably practical about any request it has received from a Data Subject in relation to the Personal Data processing, without itself responding to such request without Customer's further instructions, if applicable. Qualtrics shall provide functionality that supports Customer's ability to correct or remove Personal Data from the Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, Qualtrics will correct or

remove any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

- 3.5 **Personal Data Breach Notification.** Qualtrics will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. Qualtrics may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by Qualtrics.
- 3.6 **Data Protection Impact Assessment.** If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, Qualtrics will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports or certifications). Any additional assistance shall be mutually agreed between the Parties.

#### **4 DATA EXPORT AND DELETION**

- 4.1 Export and Retrieval by Customer. During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Qualtrics and Customer will find a reasonable method to allow Customer access to Personal Data.
- 4.2 **Deletion.** Before the Subscription Term expires, Customer may use Qualtrics' self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs Qualtrics to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed six months) unless applicable law requires retention.

#### **5 CERTIFICATIONS AND AUDITS**

- 5.1 **Customer Audit.** Customer or its independent third party auditor reasonably acceptable to Qualtrics (which shall not include any third party auditors who are either a competitor of Qualtrics or not suitably qualified or independent) may audit Qualtrics' control environment and security practices relevant to Personal Data processed by Qualtrics only if:
  - (a) Qualtrics has not provided sufficient evidence of its compliance with the technical and organizational measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 and/or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or Qualtrics;
  - (b) A Personal Data Breach has occurred;
  - (c) An audit is formally requested by Customer's data protection authority; or
  - (d) Mandatory Data Protection Law provides Customer with a direct audit right and provided that Customer shall only audit once in any twelve month period unless mandatory Data Protection Law requires more frequent audits.
- 5.2 Other Controller Audit. Any other Controller may audit Qualtrics' control environment and security practices relevant to Personal Data processed by Qualtrics in line with Section 5.1 only if any of the cases set out in Section 5.1 applies to such other Controller. Such audit must be undertaken through and by Customer as set out in Section 5.1 unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by Qualtrics on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.
- 5.3 **Scope of Audit.** Customer shall provide at least sixty days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter

notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to Qualtrics.

5.4 **Cost of Audits.** Customer shall bear the costs of any audit unless such audit reveals a material breach by Qualtrics of this DPA, then Qualtrics shall bear its own expenses of an audit. If an audit determines that Qualtrics has breached its obligations under the DPA, Qualtrics will promptly remedy the breach at its own cost.

#### 6 SUBPROCESSORS

- 6.1 **Permitted Use.** Qualtrics is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:
  - (a) Qualtrics shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. Qualtrics shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
  - (b) Qualtrics will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
  - (c) Qualtrics' list of Subprocessors in place on the effective date of the Agreement is published by Qualtrics or Qualtrics will make it available to Customer, upon request including the name, address and role of each Subprocessor Qualtrics uses to provide the Cloud Service.
- 6.2 **New Subprocessors.** Qualtrics' use of Subprocessors is at its discretion, provided that:
  - (a) Qualtrics will inform Customer in advance (by email or by posting within the Cloud Service) of any intended

additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and

(b) Customer may object to such changes as set out in Section 6.3

#### 6.3 Objections to New Subprocessors.

- (a) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to Qualtrics. Such termination shall take effect at the time determined by the Customer which shall be no later than thirty days from the date of Qualtrics' notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this thirty day period, Customer is deemed to have accepted the new Subprocessor.
- (b) Within the thirty day period from the date of Qualtrics' notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties come together in good faith to discuss a resolution to the objection. Such discussions shall not extend the period for termination and do not affect Qualtrics' right to use the new Subprocessor(s) after the thirty day period.
- (c) Any termination under this Section 6.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.
- 6.4 **Emergency Replacement.** Qualtrics may replace a Subprocessor without advance notice where the reason for the change is outside of Qualtrics' reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Qualtrics will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 6.3 applies accordingly.

#### 7 INTERNATIONAL PROCESSING

- 7.1 **Conditions for International Processing.** Qualtrics shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.
- 7.2 **Standard Contractual Clauses.** Where (i) Personal Data of an EEA or Swiss based Controller is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as a safe country with an adequate level of data protection under Art. 45 GDPR, or where (ii) Personal Data of another Controller is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses, then:
  - 7.2.1 Qualtrics and Customer enter into the Standard Contractual Clauses;
  - 7.2.2 Customer enters into the Standard Contractual Clauses with each relevant Subprocessor as follows, either (i) Customer joins the Standard Contractual Clauses entered into by Qualtrics and the Subprocessor as an independent owner of rights and obligations ("Accession Model") or, (ii) the Subprocessor (represented by Qualtrics) enters into the Standard Contractual Clauses with Customer ("Power of Attorney Model"). The Power of Attorney Model shall apply if and when Qualtrics has expressly confirmed that a Subprocessor is eligible for it through the Subprocessor list provided under Section 6.1(c), or a notice to Customer: and/or

7.2.3 Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses with Qualtrics and/or the relevant Subprocessors in the same manner as Customer in accordance with Sections 7.2 (a) and (b) above. In such case, Customer will enter into the Standard Contractual Clauses on behalf of the other Controllers.

- 7.3 **Relation of the Standard Contractual Clauses to the Agreement.** Nothing in the Agreement shall be construed to prevail over any conflicting clause of the Standard Contractual Clauses. For the avoidance of doubt, where this DPA further specifies audit and subprocessor rules in sections 5 and 6, such specifications also apply in relation to the Standard Contractual Clauses.
- 7.4 **Governing Law of the Standard Contractual Clauses.**The Standard Contractual Clauses shall be governed by the law of the country in which the relevant Controller is incorporated.
- 8 **DOCUMENTATION; RECORDS OF PROCESSING** Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.
- 9 **DEFINITIONS** Capitalized terms not defined herein will have the meanings given to them in the Agreement.
  - 9.1 "Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to Qualtrics be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.
  - 9.2 "Data Center" means the location where the production instance of the Cloud Service is hosted for the Customer in the region agreed in an Order Form.
  - 9.3 "Data Protection Law" means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement (and includes, as far as it concerns the relationship between the parties regarding the processing of Personal Data by Qualtrics on behalf of

- Customer, the GDPR as a minimum standard, irrespective of whether the Personal Data is subject to GDPR or not).
- 9.4 **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.
- 9.5 **"EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.
- 9.6 "Personal Data" means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is (i) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service, or (ii) supplied to or accessed by Qualtrics or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).
- 9.7 "Personal Data Breach" means a confirmed (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data or (2) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.
- 9.8 "**Processor**" means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.
- 9.9 "Standard Contractual Clauses" or sometimes also referred to the "EU Model Clauses" means the (Standard Contractual Clauses (processors)) or any subsequent version thereof published by the European Commission (which will automatically apply). The Standard Contractual Clauses current as of the effective date of the Agreement are attached hereto as Appendix 4.
- 9.10 **"Subprocessor"** means Qualtrics affiliates and third parties engaged by Qualtrics in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

# Appendix 1 to the DPA and, if applicable, the Standard Contractual Clauses

#### **Data Exporter**

The Data Exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also Data Exporters.

#### **Data Importer**

Qualtrics and its Subprocessors provide the Cloud Service that includes the following support: Qualtrics and its Affiliates support the Cloud Service data centers remotely from Qualtrics' locations specified in Qualtrics' Security White Paper (which is available upon request). Support includes:

- Monitoring the Cloud Service
- · Backup & restoration of Customer Data stored in the Cloud Service
- · Release and development of fixes and upgrades to the Cloud Service
- Monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database
- Security monitoring, network-based intrusion detection support, penetration testing

Qualtrics and its Affiliates provide support when a Customer requests support because the Cloud Service is not available or not working as expected for some or all Authorized Users. Qualtrics answers phones and performs basic troubleshooting, and handles support tickets in a tracking system that is separate from the production instance of the Cloud Service.

#### **Data Subjects**

The Data Exporter solely determines the categories of Data Subjects which may include: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service.

#### **Data Categories**

Customer solely determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e- mail address, time zone, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service.

#### Special Data Categories (if appropriate)

The transferred Personal Data concerns the following special categories of data: As set out in the Agreement (including the Order Form) if any.

#### **Processing Operations / Purposes**

The transferred Personal Data is subject to the following basic processing activities:

- use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical Support)
- · provision of Services;
- communication to Authorized Users
- storage of Personal Data in dedicated Data Centers (multi-tenant architecture)
- upload any fixes or upgrades to the Cloud Service
- · back up of Personal Data
- computer processing of Personal Data, including data transmission, data retrieval, data access
- network access to allow Personal Data transfer
- execution of instructions of Customer in accordance with the Agreement.

# Appendix 2 to the DPA and, if applicable, the Standard Contractual Clauses – Technical and Organizational Measures

- 1 **TECHNICAL AND ORGANIZATIONAL MEASURES** The following sections define Qualtrics' current technical and organizational measures. Qualtrics may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.
  - 1.1 **Physical Access Control.** Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located. Measures:
    - Qualtrics protects its assets and facilities using the appropriate means based on the Qualtrics Security Policy
    - In general, buildings are secured through access control systems (e.g., smart card access system).
    - As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
    - Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
    - Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below).
       This also applies to visitor access. Guests and visitors to Qualtrics buildings must register their names at

reception and must be accompanied by authorized Qualtrics personnel.

 Qualtrics employees and external personnel must wear their ID cards at all Qualtrics locations.

#### Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- Qualtrics and all third-party Data Center providers log the names and times of authorized personnel entering Qualtrics' private areas within the Data Centers.
- 1.2 **System Access Control.** Data processing systems used to provide the Cloud Service must be prevented from being used without authorization. Measures:
  - Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the Qualtrics Security Policy
  - All personnel access Qualtrics' systems with a unique identifier (user ID).
  - Qualtrics has procedures in place so that requested authorization changes are implemented only in accordance with the Qualtrics Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.
  - Qualtrics has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be

altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.
- Qualtrics uses up—to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to Qualtrics' corporate network and critical infrastructure is protected by strong authentication.
- 1.3 **Data Access Control.** Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage. Measures:
  - As part of the Qualtrics Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
  - Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. Qualtrics uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the Qualtrics Security Policy.
  - All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, Qualtrics conducts

- internal and external security checks and penetration tests on its IT systems.
- An Qualtrics security standard governs how data and data carriers are deleted or destroyed once they are no longer required.
- 1.4 **Data Transmission Control.** Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at Qualtrics to provide the agreed-upon service levels (for example, encryption and lead-lined containers). Measures:
  - Personal Data in transfer over Qualtrics internal networks is protected according to Qualtrics Security Policy.
  - When data is transferred between Qualtrics and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of Qualtrics-controlled systems (e.g. data being transmitted outside the firewall of the Qualtrics Data Center).
- 1.5 **Data Input Control.** It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from Qualtrics data processing systems. <u>Measures:</u>
  - Qualtrics only allows authorized personnel to access
     Personal Data as required in the course of their duty.
  - Qualtrics has implemented a logging system for input, modification and deletion, or blocking of Personal Data by Qualtrics or its subprocessors within the Cloud Service to the extent technically possible.
- 1.6 **Job Control.** Personal Data being processed on commission (i.e., Personal Data processed on a customer's

behalf) is processed solely in accordance with the Agreement and related instructions of the customer. Measures:

- Qualtrics uses controls and processes to monitor compliance with contracts between Qualtrics and its customers, subprocessors or other service providers.
- As part of the Qualtrics Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- All Qualtrics employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Qualtrics customers and partners.
- 1.7 **Availability Control.** Personal Data will be protected against accidental or unauthorized destruction or loss. Measures:
  - Qualtrics employs regular backup processes to provide restoration of business-critical systems as and when necessary.
  - Qualtrics uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
  - Qualtrics has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
  - Emergency processes and systems are regularly tested.

#### 1.8 Data Separation Control. Measures:

- Qualtrics uses the technical capabilities of the deployed software (for example: multi- tenancy, system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.

1.9 **Data Integrity Control.** Personal Data will remain intact, complete and current during processing activities. <u>Measures:</u> Qualtrics has implemented a multi-layered defense strategy as a protection against unauthorized modifications. In particular, Qualtrics uses the following to implement the control and measure sections described above:

- · Firewalls:
- · Security Monitoring Center;
- · Antivirus software
- · Backup and recovery
- · External and internal penetration testing
- Regular external audits to prove security measures

# Appendix 3 to the DPA and, if applicable, the Standard Contractual Clauses

The following table sets out the relevant Articles of GDPR and corresponding terms of the DPA for illustration purposes only.

Article of GDPR	Section of DPA	Click on link to see Section
28(1)	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
		0.0 M A
28(2), 28 (3) (d) and 28 (4)	6	SUBPROCESSORS
Fin Minge		
28 (3) sentence 1	1.1 and Appendix 1, 1.2	Purpose and Application. Structure.

28(3) (a) and 29	3.1 and 3.2	Instructions from Customer. Processing on Legal Requirement.
28(3) (b)	3.3	Personnel.
28(3) (c) and 32	2 and Appendix 2	Security of Processing and Appendix 2, Technical and Organizational Measures.
28(3) (e)	3.4	Cooperation.
28(3) (f) and 32-36	2 and Appendix 2, 3.5, 3.6	Security of Processing and Appendix 2, Technical and Organizational Measures. Personal Data Breach Notification. Data Protection Impact Assessment.
28(3) (g)	4	Data export and Deletion
28(3) (h)	5	CERTIFICATIONS AND AUDITS
28 (4)	6	SUBPROCESSORS
30	8	Documentation; Records of processing
46(2)(c)	7.2	Standard Contractual Clauses.

## Appendix 4

#### STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

(Pursuant to Commission Decision of 5 February 2010 (2010/87/EU))

For the purposes of Article 26(2) of Directive 95/46/EC (or, after 25 May 2018, Article 44 et seq. of Regulation 2016/79) for the transfer of personal

data to processors established in third countries which do not ensure an adequate level of data protection

### Customer also on behalf of the other Controllers

(in the Clauses hereinafter referred to as the 'data exporter')

and

### **Qualtrics LLC**

(in the Clauses hereinafter referred to as the 'data importer')

each a 'party'; together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

### Clause 1

### **Definitions**

For the purposes of the Clauses:

- a. 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- b. 'the data exporter' means the controller who transfers the personal data:
- c. 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system

- ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- d. 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- e. 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- f. 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

### Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

### Clause 3

## Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

## Obligations of the data exporter

The data exporter agrees and warrants:

- a. that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and

- in accordance with the applicable data protection law and the Clauses:
- that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- d. that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- e. that it will ensure compliance with the security measures;
- f. that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC:
- g. to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- h. to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- i. that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- j. that it will ensure compliance with Clause 4(a) to (i).

### Obligations of the data importer

The data importer agrees and warrants:

- a. to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- b. that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- d. that it will promptly notify the data exporter about:
  - i. any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
  - ii. any accidental or unauthorised access; and
  - iii. any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- e. to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- f. at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses

- which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- g. to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- h. that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- i. that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- j. to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

### Liability

- The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
- 2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub- processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

- The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
- 3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

## Mediation and jurisdiction

- The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - b. to refer the dispute to the courts in the Member State in which the data exporter is established.
- 2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

### Clause 8

### Cooperation with supervisory authorities

- 1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- 3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

### **Governing law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

### Clause 10

### Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

### Clause 11

### Sub-processing

 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub- processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfill

- its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
- 2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
- 3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- 4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

\* \* \* \* \* If you have any question regarding these terms, please click here.

### **POPULAR USE CASES**

Customer Experience
Management (CXM)
NPS Software
Employee Engagement Software
Online Survey Software
Market Research Software
360° Employee Feedback

Customer Survey Software
Website & App Feedback
Voice of Customer Software
Employee Pulse Surveys
Onboarding & New Hire Surveys
Online Reputation Management

### SUPPORT

Submit a Ticket
Online Help
Qualtrics Community
Professional Services
Product Roadmap
Status

### COMPANY

About Us
X4 Summit
Careers
Partnerships
Contact Us
Newsroom

### **RESOURCES**

Customers
Integrations
Blog
Events
Training & Certification
Resource Library
XM Basecamp

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Terms of Service

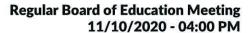
Security Statement

Cookie

Preferences

Privacy Statement

Sitemap





II. 43. APPROVE Agreement No. 202021-188 with the County of Los Angeles, Department of Health Services, Emergency Medical Services Agency, to provide County Measure B funding for the purchase of manikins for the EMT Training Program at Downey Adult School, in an amount not to exceed \$102,800.00, effective November 10, 2020 through June 30, 2021.

## **Supporting Documents**



Agreement No. 202021-188 - Memorandum of Agreement for Simulation Laboratory Manikins - D..

Agreement No.: 202021-188

### MEMORANDUM OF AGREEMENT

### FOR

### SIMULATION LABORATORY MANIKINS

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered into this 10th day of November, 2020,

By and between

COUNTY OF LOS ANGELES (hereafter "County"),

And

DOWNEY ADULT SCHOOL (hereafter "Provider").

Business Address:

12340 Woodruff Avenue Downey, CA 90241

WHEREAS, County's Emergency Medical Services (EMS) Agency is authorized to approve Emergency Medical Technician (EMT) Training Programs that are headquartered within Los Angeles County pursuant to Title 22, Section 100065 of the California Code of Regulations (CCR); and

WHEREAS, the purpose of an EMT training program is to prepare individuals to render prehospital Basic Life Support within an organized EMS system, as described in Title 22 CCR Section 100065; and

WHEREAS, Downey Adult School is an approved EMT training program that intends to further enhance their simulation laboratory program for EMTs through the use of purchased manikins; and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase of manikins using unallocated Measure B funds from Fiscal Year 2019-2020; and

WHEREAS, on February 11, 2020, County's Board of Supervisors approved Measure B funding for an amount of up to \$102,800 to purchase manikins.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

### 1.0 SCOPE

- 1.1 Provider shall purchase, and for which County shall reimburse Provider with Measure B funding, the equipment used as training tools in its EMT simulation laboratory, including SimMon, SimJr and Simbaby manikins.
- 1.2 Provider shall be responsible for keeping its EMT simulation laboratory operational for a period that extends for the useful life of the manikins purchased through this MOA.

### 2.0 TERM

- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director), or designee. This MOA shall expire on June 30, 2021 unless sooner extended or terminated, in whole or in part, as provided herein.
- 2.2 In any event, this MOA may be terminated at any time by either party on any of the grounds for termination authorized herein, by giving at least thirty (30) calendar days advance written notice to the other party.
- 2.3 Notwithstanding Paragraph 2.1, the Provider's obligation under Paragraph 1.2 shall continue and survive termination of the MOA.

### 3.0 PAYMENT AND INVOICES

- 3.1 County's maximum reimbursement amount to Provider for the cost of enhancing the EMT simulation laboratory shall not exceed One Hundred Two Thousand, Eight Hundred Dollars (\$102,800).
- 3.2 County shall not reimburse Provider for any amount that Provider receives in offset funding for the EMT simulation laboratory from any public or private grant or any other third-party source.
- 3.3 Provider shall submit copies of its vendor's invoice(s), with proof of Provider's payment, to County that reflects and provides details for the allowable purchases and expenditures. Invoice(s) and proof of payment shall be forwarded to County via United States Postal Service, facsimile transmission [(562) 941-2397], or e-mail transmission (kfruhwirth@dhs.lacounty.gov) within thirty (30) days after payment to the vendor to the following address:

Department of Health Services Emergency Medical Services Agency 10100 Pioneer Blvd., Suite 200 Santa Fe Springs, CA 90670

Attn: Kay Fruhwirth, County's Project Director

## 3.3.1 County Approval of Invoices

All invoices submitted by Provider for payment must have the written approval of County's Project Director prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

3.3.2 County shall reimburse Provider within ninety (90) days of its receipt of a complete and correct invoice, including Provider's purchase order(s) and proof of payment for allowable purchases and expenditures.

### 4.0 COUNTY ADMINISTRATION

- 4.1 Director shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.
- 4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Kay Fruhwirth
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1596

E-mail: kfruhwirth@dhs.lacounty.gov

4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

### 5.0 PROVIDER ADMINISTRATION

5.1 Provider's Project Manager shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager is:

Mariana Pacheco
Downey Adult School
12340 Woodruff Avenue
Downey, CA 90241
Telephone: (562) 940-6277
E-mail: mpacheco@dusd.net

5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager.

### 6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or designee.

## 7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this Agreement, and as such, the parties need not exchange with each other the signed original Amendment(s).

### 8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

### 9.0 INDEPENDENT PROVIDER STATUS

9.1 This MOA is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Provider. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.
- 9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

### 10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

### 11.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director Contracts and Grants Division 313 North Figueroa Street, 6<sup>th</sup> Floor East Los Angeles, California 90012

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

1

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services, and Provider has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

	COUNTY OF LOS ANGELES
E	By: Christina R. Ghaly, M.D. Director of Health Services
	PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT DOWNEY ADULT SCHOOL
В	By: Signature
	Christina Aragon
	Printed Name
	Associate Superintendent, Business Services Title
APPROVED AS TO FORM:	
MARY C. WICKHAM County Counsel	
By: Brian T. Chu, Principal Deputy County C	Counsel



II. 44. RATIFY Service Agreement No. 202021-189 with Thrively, Inc. to provide a District-wide license for Thrively Pro for AVID Coordinators and students from October 7, 2020 through June 30, 2021.

## **Supporting Documents**



scan0329

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

## SERVICE AGREEMENT Agreement No. 202021-189

bet and	IIS AGREEMENT made and entered into this 10th of November, 2020 by and tween Bloom Software, Inc. DBA Thrively, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree 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.  District-wide license for Thrively Pro for 2020-21 school year for AVID Coordinators for up to 1200
	students. 60 min. online PD session for AVID Coordinators; online PD/Strategy sessions as needed.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$13,300.00 , not to exceed \$13,300.00 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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>October 7, 2020</u> and will terminate on or before <u>June 30, 2021</u> 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. <u>Insurance</u>. 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

Downey Unified School	District
Service Agreement No.	202021-189

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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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.

Downey Unified School	District
Service Agreement No.	202021-189

14. <u>Notices:</u> 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:

Name:

Dept.:

Address:

SERVICE PROVIDER

Bloom Software, Inc., DBA Thrively

3900 W. Alameda Ave., Suite 1200

DISTRICT

**Business Services** 

11627 Brookshire Ave.

**Downey Unified School District** 

Downey, C	CA 90241		Burbank,	CA 91505
	ebbie Black	Contact:	Jeff McCc	onaghy, Ed.D.
(562) <u>469-</u> 6	3521/dblack@dusd.net	Phone/email:	323-633-8	3717
	S WHEREOF, this Agreeme es, on the date indicated be		ccepted ar	nd agreed by the below
DISTRICT		SEF	VICE PR	OVIDER
DOWNEY U	NIFIED SCHOOL DISTRIC	T Bloo	om Software	e, Inc., DBA Thrively
Signature		Sigi	nature	# dif
Print Name:	Christina Aragon	Pri	nt Name:	Jeff McConaghy, Ed.D.
Print Title:	Associate Superintendent Business Services	Pri	nt Title:	Chief Educational Officer
Date:	November 10, 2020	Da	te:	10/7/20
	District use	only below l	ne	
Account Nu	mber to be Charged 01.0-03	000.0-11100-100	00-5310-74	60080
John M. Harris	s, Director of College and Career	Readiness		
	itle of Site Administrator-Ple			
		reconstances of our straines	9	10/8/20
Signature of	Site Administrator	136000000 0.2503 11		Date
Signature of	f Program Director ONLY IF	using categor	ical funds	Date
Downey Unified	School District ent No. 202021-189			Page 4 of 4



Thrively, Inc.

Tax ID#: 46-2938115 www.thrively.com thrive@thrively.com (310) 266-0494 3900 W Alameda Ave Suite 1200 Burbank, California 91505

**United States** 

QUOTE

**Quote Number** 

1160

**Downey Unified School District** 

Quote Date

October 6, 2020

cevensen@dusd.net

Total

\$13,300.00

Item	Description	Unit Cost	Quantity	Line Total
Thrively Pro	Support for AVID program. Subscription to Thrively Pro for the 2020 - 2021 school year for up to 1200 students.	\$4.00	1,200	\$4,800.00
Thrively PD	60 minute online PD session with AVID Instructors (2 PD's per school); Online PD/ Strategy sessions as-needed with AVID coordinators.	\$500.00	12	\$6,000.00
Additional Support	Access to our personalized learning coaches to customize Thrively classroom experience, support with content development, implementation; Office hours for teachers	\$2,500.00	1	\$2,500.00
Support for 1200	atudanta garage 6 aghagi sita-			
Support for 1200	students across 6 school sites.	Su	btotal	\$13,300.00
			Total	\$13,300 00



II. 48. RATIFY Service Agreement No. 202021-193 with the Neurological and Physical Abilitation (NAPA) Center to provide a two-week intensive therapy program and weekly therapy sessions for a DUSD student from July 1, 2020 through October 30, 2020.

**Supporting Documents** 



scan0330

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

## SERVICE AGREEMENT Agreement No. 202021-193

be an	tween NAPA (Neurological and Physical Abilitation, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree 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.  NAPA Center provided a two week intensive therapy program and weekly therapy sessions for
	student # 743074 between July 1, 2020 and October 30, 2020.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$4,500.00, not to exceed \$4,500.00 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.	<b>Term</b> . The term of this agreement begins July 1, 2020 and will terminate on or before October 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.	<b>Background Check and Fingerprinting.</b> 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. <u>Insurance</u>. 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 separateendorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

## Automobile Liability:

- \$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

Downey Unified School	District	
Service Agreement No.	202021-193	

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 legaland accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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.
- Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Signature: Wayne Shand In (Oct 29, 2020 08:45 POT)

Email: wshannon@dusd.net

**DISTRICT** 

14. <u>Notices:</u> 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:

SERVICE PROVIDER

<b>Downey Unified School District</b>	Name:	NAPA Ce	enter	
Business Services	Dept.:			
11627 Brookshire Ave.	Address:	11840 S.	La Cienga Blvd.	
Downey, CA 90241		Los Ange	les, CA 90250	
Contact: Debbie Black	Contact:	Jessie Pe	rez	
(562)469-6521/dblack@dusd.net	Phone/email:	(424) 269	-3400	
IN WITNESS WHEREOF, this Agreemer named parties, on the date indicated belo	ow:	ccepted a		
DOWNEY UNIFIED SCHOOL DISTRICT		W. A.		
		X WIA		
Ciara de la casa de la		DAMA		
Signature	Sign	ature		
Print Name: Christina Aragon	Prir	nt Name:	Sarah Crosthwait	
Print Title: Associate Superintendent Business Services	Prir	nt Title:	Administrator	
Date:	Dat	e:	10/22/2020	
District use	only below lii	ne		
Account Number to be Charged 01.0-650	00.0-57600-1110	00-5816-74	30000	
Patricia G. Sandoval, Director of Special Educati				
Name and Title of Site Administrator-Please print Patricis Sandoval Oct 29, 2020 68:35 PDT1				
Signature of Site Administrator			Date	
			24.0	
Signature of Program Director ONLY IF u	using categoric	al funds	Date	
		Ē		
Downey Unified School District			Page 4 of 4	
Service Agreement No202021-193				



### **NPA Related Services Rates**

Occupational Therapy

(60 minute session, service delivery)

Physical Therapy

(60 minute session, service delivery)

Speech and Language Therapy

(60 minute session, service delivery)

\$ 118 per session

\$118 per session

\$118 per session

On-Site Visit & Travel (additional)

\$150 per hour (minimum 2 hours)

\*Evaluation observations only, we do not provide on-site related services

**IEP Phone Attendance** 

\$118 per hour (minimum 1 hour)



II. 49. RATIFY Agreement for Independent Consultant Services No. 202021-194 with Jenette Reneau to serve as a lecturer for first aid/CPR recertification from September 30, 2020 through December 31, 2020.

## **Supporting Documents**



Agreement for Independent Consultant Services No. 202021-194 - Jenette Reneau - Class HR

### DOWNEY UNIFIED SCHOOL DISTRICT

## AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-194

This A	GREEMENT is made and entered into this	30	day of	September	20 <u><sup>20</sup></u> ,
between the Downey Unified School District ("DISTRICT") and					
Jenette	e Reneau		("CONSU	LTANT"), to pro	ovide services
Patricia	the direction of: a Sandoval/BethAnn Arko	Spe	cial Educatio	n/Classified H.R.	
(Printe	ed Name Administrator Site/Department)	(Site	e/Departme	ent)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follow places mutually acceptable to DISTRICT ar will include the following: (Attach additional Lecturer for First Aidi	nd Co shee	ONSULTAI et as neede	NT. CONSULTA d).	
2. 3.	LOCATION OF PERFORMANCE/SERVICE PERIOD OF AGREEMENT	<b>E</b> : _D	owney Adult	School Cafeteria	
J.	This Agreement is effective September 30  December 31, 2020 inclusive. CONSULT reserves the right to cancel this agreement non-availability or non-appropriation of suffi	ANT at ar	acknowled		STRICT fully
4.	CREDENTIAL  Does service provided require a credential,  Have you ever paid into or are you a retiree		55. 5	A	s √No s √No
	If Yes and service requires a credential, ceremployee, paid through District payroll, sub Contact Certificated Personnel for an application may be responsible for the cost of fingerprine employed after retirement in classified positions as an aide in a class with a high pupil-to-tea instruction in a remedial class or for underposection 45134 and Section 88033.).	eation nting tions ache	to withhold n prior to be NOTE: Ca in the publ r ratio, or (2	ing and fingerpi eginning service alSTRS retirees ic school syste 2) to provide on	rint clearance. es. Individual s may not be m except: (1) e-on-one

### 5. INDEPENDENT CONSULTANT

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

### 6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$\frac{65.00}{13,910.00}\$ per \(\frac{\text{Employee}}{10.00}\) in to exceed a total of \$\frac{13,910.00}{10.00}\$. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked. (CONSULTANT may also use District Form - Statement for Services Rendered, see attached)

### 7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless 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 CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages 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. CONSULTANT 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.

### 8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT 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.

- a. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in 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.

Agreement for Independent Consultant Services
2 | Page Rev. 0 7/10/1 8

- (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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.

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks here under.

### 9. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.

### 10. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

### 11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

### 12. WORK PRODUCT

CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

### 13. TERMINATION

Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

### 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

### 15. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

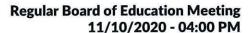
### 16. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.

Agreement for Independent Consultant Services

Jenette Reneau	Downey Unified School District
Consultant Name	Deviney Chinese Series, Blowlet
JAN	
Signature	Christina Aragon Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
September 30, 2020	
Date	
District use or	nly below line
Account Number to be Charged:	.0 50010 39000 5804 743000
Patricia Sandoval, Director Sp.Ed. 10	2- x 60- 000
	Date Signature of Site Administrator
,	Date Of Site Administrator
If using categorical funds, forward this agreement Approval before sending to Business Services.	t to the appropriate Program Director for
	The state of the s
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consultant Ser	Pev 0.7/10/1.8





II. 52. RATIFY Agreement for Independent Consultant Services No. 202021-197 with Maria Aguillon to provide CART Services for hearing impaired students from October 7, 2020 through December 31, 2020.

### **Supporting Documents**

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Agreement for Independent Consultant Services No. 202021-197 - Maria Aguillon - Spec Ed

# DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202021-197

This A	GREEMENT is made and entered into this	7th	day of	OCTOBER	20_20,
betwe	en the Downey Unified School District ("DIS	TRIC	T") and	j.	
MARIA	AGUILLON		("CONSUL	TANT"), to pro	ovide services
	the direction of:			// // Pi	
	CIA SANDOVAL		CIAL EDUCA		
(Printe	ed Name Administrator Site/Department)	(Site	e/Departme	nt)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follow places mutually acceptable to DISTRICT at will include the following: (Attach additional CART SERVICES FOR	nd Co	DNSULTAN et as needed	T. CONSULT	imes and ANT services
	1				
2.	LOCATION OF PERFORMANCE/SERVIC	E: VA	RIOUS DUSD L	OCATIONS	
3.	PERIOD OF AGREEMENT This Agreement is effective OCTOBER 7 DECEMBER 31, 2020 inclusive. CONSULT reserves the right to cancel this agreement non-availability or non-appropriation of suff	ANT at ar	acknowled	rill be complete ges that the Di or to limit serv	ISTRICT fully
4.	CREDENTIAL  Does service provided require a credential,	certi	icate, or pe	rmit: Yes	s <b>Z</b> No
	Have you ever paid into or are you a retired	of C	alSTRS?	Yes	No.
	If Yes and service requires a credential, ce employee, paid through District payroll, sut Contact Certificated Personnel for an applimay be responsible for the cost of fingerpriemployed after retirement in classified posi as an aide in a class with a high pupil-to-te instruction in a remedial class or for underposection 45134 and Section 88033.).	oject cation nting tions ache	to withholding prior to be NOTE: Carin the public ratio, or (2)	ng and fingerp ginning servic ISTRS retirees c school syste ) to provide on	rint clearance. es. Individual s may not be m except: (1) ne-on-one
5.	INDEPENDENT CONSULTANT While performing the services herein, CON an officer, agent or employee of DISTRICT to create a partnership, agency, joint ventu	. Not	hing in this	Agreement sh	ould be construed

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

### PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$45 per

HOUR not to exceed a total of \$15,000.00. Expenses are
not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An
IRS W-9 form must also be completed and signed.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked. (CONSULTANT may also use District Form - Statement for Services Rendered, see attached)

### 7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless 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 CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages 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. CONSULTANT 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.

### 8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT 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.

- a. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in 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.

### Agreement for Independent Consultant Services 2 | Page Rev. 0 7/10/1 8

- (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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.

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks here under.

### 9. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.

Agreement for Independent Consultant Services

### 10. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

### 11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

### WORK PRODUCT

CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

#### 13. TERMINATION

Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

#### GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

### 15. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

### 16. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.

Agreement for Independent Consultant Services

4|Page

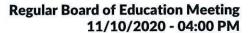
Rev. 07/10/18

MARIA AGUILLON Consultant Name	Downey Unified School District
Maria Agrillion (Oct M 2020 16:45 PDT) Signature	Christina Aragon
	Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
10/07/20 Date	
District us	e only below line
Account Number to be Charged: 01.0-33100	.0-57600-31500-5804-7430000
Account Number to be Charged: 01.0-33100	.0-57600-31500-5804-7430000  on Patricia Sandoval (Oct 13, 2020 15:49 PDT)  Date Signature of Site Administrator  ment to the appropriate Program Director for

Agreement for Independent Consultant Services 5 | Page

Signature: Wayne Sharky

Rev. 07/10/18





II. 55. APPROVE Agreement for Independent Consultant Services No. 202021-200 with Consuelo Hernandez to provide risk management and workers' compensation consulting services from January 1, 2021 through June 30, 2021.

### **Supporting Documents**

Agreement for Independent Consultant Services No. 202021-200 - Consuelo Hernandez - Busines...

# DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-200

This A	GREEMENT is made and entered into this 1st day of January 2021,
betwe	en the Downey Unified School District ("DISTRICT") and
Consue	lo Hernandez , ("CONSULTANT"), to provide services
Christin	the direction of: a Aragon d Name Administrator Site/Department)  Business Services (Site/Department)
1.	SCOPE OF SERVICES  CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed).  Risk Managment and Workers' Compensation Consulting Services
2.	LOCATION OF PERFORMANCE/SERVICE: District Office
3.	This Agreement is effective onlost of the completed by
4.	CREDENTIAL  Does service provided require a credential, certificate, or permit:  Yes ✓ No
	Have you ever paid into or are you a retiree of CalSTRS?
	If Yes and service requires a credential, certificate, or a permit, you <u>must</u> be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code

### 5. INDEPENDENT CONSULTANT

Section 45134 and Section 88033.).

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

### 6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$\frac{100.00}{0.00} per \\
\text{hour} not to exceed a total of \$\frac{50,000.00}{0.00}. Expenses are \\
\text{not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.}

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked. (CONSULTANT may also use District Form - Statement for Services Rendered, see attached)

### 7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless 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 CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages 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. CONSULTANT 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.

### 8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT 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.

- a. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
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### Agreement for Independent Consultant Services

- (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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.

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks here under.

### 9. FINGERPRINTING

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### ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

### 11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

### WORK PRODUCT

CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

### 13. TERMINATION

Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

### 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

### 15. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

#### WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.

Consuelo Hernandez	Downey Unified School District
Consultant Name	Section (Control of Sectio
Signature Signature	Christina Aragon Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	October 19, 2020  Date
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
City, State, Zip Code	
10/14/2020 Date	
Date	
Distric	t use only below line
Account Number to be Charged: 67.1-0	00000.0-00000-60000-5804-7520000
Christina Aragon, Assoc. Superintende Print Name and Title of Site Administrato	
If using categorical funds, forward this ag Approval before sending to Business Ser	greement to the appropriate Program Director for vices.
Signature of Program Director	Date Financial Services (verify acct. #)
Agreement for Independent Consult 5   Page	tant Services Rev. 0 7/10/1 8



II. 56. APPROVE Service Agreement No. 202021-201 with Edison Fire Protection, Inc. to provide semiannual testing and certification of Ansul Kitchen Fires Systems at Columbus High School, Downey High School, Warren High School, Stauffer Middle School and Old River Elementary School from November 12, 2020 through June 30, 2021.

### **Supporting Documents**



scan0331

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

### SERVICE AGREEMENT Agreement No. \_202021-201

2020

by and

THIS AGREEMENT made and entered into this 13th of October

be	etween Edison Fire Protection, Inc. , hereinafter called the SERVICE PROVIDER
an	d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described in the "Scope of Work" attached as Addendum A and made a part thereof.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{3760.00}{\text{on to exceed }}\frac{4000.00}{\text{on to exceed }}\frac{54000.00}{\text{on to exceed }}\frac{5000}{\text{on to exceed }}\frac{5000}{on to exceed
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 November 12, 2020 and will terminate on or before June 30, 2021 provided all services under this Contract are performed in a satisfactory

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.

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.

6. <u>Insurance</u>. 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. 30-day notice of intent to cancel, non-renew, or make material change in coverage.
- d. DISTRICT to be named as "Additional Insured" by separate endorsement naming the DISTRICT, its board, officials, employees, and agents as additional insureds.

### Automobile Liability:

- \$1,000,000 Each Accident Limit of Liability for Bodily Injury and Property Damage.
- b. Coverage to include "Owned, Non-Owned, and Hired" automobiles.
- c. 30-day notice of intent to cancel, non-renew or make material change in coverage.

### 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.
- 30-day notice of intent to cancel, non-renew, or make material change in coverage.

### Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.
- 30-day notice of intent to cancel, non-renew or make material change in coverage.

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

- a. \$3,000,000 Sexual Abuse Injury Limit of Insurance.
- 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. <u>Agreement to Arbitrate.</u> 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. <u>Attorney's Fees.</u> 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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention</u>. DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT.
- 13. Incorporation By Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.
- 14. <u>Notices:</u> 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		SERVICE PROVIDER
Downey Unified School District	Name:	Edison Fire Protection, Inc.
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	3621 Eagle Rock Blvd.
Downey, CA 90241	City, State:	Los Angeles, CA 90065-9338
Contact: Debbie Black	Contact:	Steve Vargas
(562)469-6521/dblack@dusd.net	Phone/email:	323-259-9999 / steve@edison-fire.com

Downey Unified School District Service Agreement No. 202021-201

Page 3 of 4

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

SERVICE PROVIDER

Edison Fire Protection, Inc.

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent

**Business Services** 

November 10, 2020

Print Name: Steve Vasas

Print Title: Project Many





### Edison Fire Protection Inc.

### **Proposal: Ansul System**

Date: October 6 2020

Sold To: Downey Unified School District

Attn: Marc

Job Address: Columbus High School

Phone: 562-469-6671 Email: mmilton@dusd.net

Fire life safety Sales /Service/Inspections will be done according to the requirements of the State Fire Marshall and the local City fire codes. This proposal shall become an Integral part of any contract, agreement, or purchase order.

### Scope of Work:

- (1) Semi Annual Testing & Certification of Ansul Kitchen Fire System per NFPA 17A
  - Includes 450 degree Fusible Links
  - Includes Metal Nozzle or Rubber Covers
  - Includes Certification upon Completion

Total - \$235.00

<u>Notes:</u> Fire Suppression System will carry a material and workmanship Warranty for a period of (1) year date of service. Any repairs or modifications will be additional if needed.

Payment Terms: Upon Completion

<u>Submitted By:</u>
Rep: Steve Vargas

<u>Bid Accepted By:</u>
Owner/Rep:

Sign: Sign:

Steve Vargas

Edican Fire Protection Inc.

Details Protection Inc.

Edison Fire Protection Inc. Purchaser Name & Title Date
Contractor's License # 569185

3621 Eagle Rock Blvd • Los Angeles CA 90065-3622

Phone: 323-259-9999 • Fax: 323-256-0567 • Toll Free: 800-222-9338
Web Site: <u>www.edison-fire.com</u> • Email: <u>info@edison-fire.com</u>







### Proposal: Ansul System

Date: October 6, 2020

Sold To: Downey Unified School District

Attn: Marc

Job Address: Downey High School

Phone: 562-469-6671 Email: mmilton@dusd.net

Fire life safety Sales /Service/Inspections will be done according to the requirements of the State Fire Marshall and the local City fire codes. This proposal shall become an Integral part of any contract, agreement, or purchase order.

### Scope of Work:

- (3) Semi Annual Testing & Certification of Ansul Kitchen Fire System per NFPA 17A \$235.00 ea
  - Includes 450 degree Fusible Links
  - Includes Metal Nozzle or Rubber Covers
  - Includes Certification upon Completion

### Total - \$705.00

**Notes:** Fire Suppression System will carry a material and workmanship Warranty for a period of (1) year date of service. Any repairs or modifications will be additional if needed.

Payment Terms: Upon Completion

Submitted By:
Rep: Steve Vargas
Sign:
Sign:
Sign:

Steve Vargas
Edison Fire Protection Inc.
Purchaser Name & Title
Date

3621 Eagle Rock Blvd • Los Angeles CA 90065-3622

Phone: 323-259-9999 • Fax: 323-256-0567 • Toll Free: 800-222-9338
Web Site: <u>www.edison-fire.com</u> • Email: <u>info@edison-fire.com</u>





### Edison Fire Protection Inc.

### **Proposal: Ansul System**

Date: October 6, 2020

Sold To: Downey Unified School District

Attn: Marc

Job Address: Warren High School

Phone: 562-469-6671 Email: mmilton@dusd.net

Fire life safety Sales /Service/Inspections will be done according to the requirements of the State Fire Marshall and the local City fire codes. This proposal shall become an Integral part of any contract, agreement, or purchase order.

### Scope of Work:

- (2) Semi Annual Testing & Certification of Ansul Kitchen Fire System per NFPA 17A \$235.00 ea
  - Includes 450 degree Fusible Links
  - Includes Metal Nozzle or Rubber Covers
  - Includes Certification upon Completion

### Total - \$470.00

**Notes:** Fire Suppression System will carry a material and workmanship Warranty for a period of (1) year date of service. Any repairs or modifications will be additional if needed.

Payment Terms: Upon Completion

Steve Vargas

Submitted By:

Rep: Steve Vargas

Sign:

**Bid Accepted By:** 

Owner/Rep:

Sign:

Edison Fire Protection Inc.

Contractor's License # 569185

Purchaser Name & Title

Date

3621 Eagle Rock Blvd • Los Angeles CA 90065-3622

Phone: 323-259-9999 • Fax: 323-256-0567 • Toll Free: 800-222-9338
Web Site: www.edison-fire.com • Email: info@edison-fire.com





### Edison Fire Protection Inc.

### **Proposal: Ansul System**

Date: October 6, 2020

Sold To: Downey Unified School District

Attn: Marc

Job Address: Stauffer Middle School

Phone: 562-469-6671 Email: mmilton@dusd.net

Fire life safety Sales /Service/Inspections will be done according to the requirements of the State Fire Marshall and the local City fire codes. This proposal shall become an Integral part of any contract, agreement, or purchase order.

### Scope of Work:

- (1) Semi Annual Testing & Certification of Ansul Kitchen Fire System per NFPA 17A
  - Includes 450 degree Fusible Links
  - Includes Metal Nozzle or Rubber Covers
  - Includes Certification upon Completion

### Total - \$235.00

Payment Terms: Upon Completion

Notes: Fire Suppression System will carry a material and workmanship Warranty for a period of (1) year date of service. Any repairs or modifications will be additional if needed.

**Submitted By: Bid Accepted By:** Rep: Steve Vargas Owner/Rep: Sign: Sign: Edison Fire Protection Inc. Purchaser Name & Title Date Contractor's License # 569185

> 3621 Eagle Rock Blvd • Los Angeles CA 90065-3622 Phone: 323-259-9999 • Fax: 323-256-0567 • Toll Free: 800-222-9338

Web Site: www.edison-fire.com • Email: info@edison-fire.com







### Proposal: Ansul System

Date: October 6, 2020

Sold To: Downey Unified School District

Attn: Marc

Job Address: Old River Elementary School

Phone: 562-469-6671 Email: mmilton@dusd.net

Fire life safety Sales /Service/Inspections will be done according to the requirements of the State Fire Marshall and the local City fire codes. This proposal shall become an Integral part of any contract, agreement, or purchase order.

### Scope of Work:

- (1) Semi Annual Testing & Certification of Ansul Kitchen Fire System per NFPA 17A
  - Includes 450 degree Fusible Links
  - Includes Metal Nozzle or Rubber Covers
  - Includes Certification upon Completion

Total - \$235.00

**Notes:** Fire Suppression System will carry a material and workmanship Warranty for a period of (1) year date of service. Any repairs or modifications will be additional if needed.

Payment Terms: Upon Completion

Steve Vargas

Submitted By:

Rep: Steve Vargas

Sign:

Bid Accepted By:

Owner/Rep:

Sign:

Edison Fire Protection Inc.

Contractor's License # 569185

Purchaser Name & Title

Date

3621 Eagle Rock Blvd • Los Angeles CA 90065-3622

Phone: 323-259-9999 • Fax: 323-256-0567 • Toll Free: 800-222-9338 Web Site: <u>www.edison-fire.com</u> • Email: <u>info@edison-fire.com</u>



II. 58. RATIFY Service Agreement No. 202021-203 with First Steps for Kids to provide behavior intervention implementation and development services from October 21, 2020 through January 15, 2021.

### **Supporting Documents**



scan0332

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

# SERVICE AGREEMENT Agreement No. 202021-203

be an	IIS AGREEMENT made and entered into this 21 of October, 2020 by and tween First Steps for Kids, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree 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.  Behavior Intervention Implementation (BII) Services, 16 hours/week;
	Behavior Intervention Development (BID) Services, 240 minutes/month
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{11,220.00}{\text{.000}}, not to exceed \$\frac{12,000.00}{\text{.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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins $10/21/2020$ and will terminate on or before $01/15/2021$ 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.	<b>Background Check and Fingerprinting.</b> 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. <u>Insurance</u>. 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:

- \$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. <u>Licenses and Permits</u>. 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. <u>DISTRICT's Right of Retention.</u> 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. <u>Incorporation by Reference.</u> 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 SERVICE PROVIDER Downey Unified School District First Steps for Kids Name: **Business Services** Dept.: 11627 Brookshire Ave. 1000 Fremont Avenue, #5100 Address: Downey, CA 90241 Alhambra, CA 91803 Contact: Debbie Black Elizabeth Monday Contact: (562)469-6521/dblack@dusd.net Phone/email: (424) 212-7923; emonday@firststepsforkid 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 First Steps for Kids Signature Signature Print Name: Christina Aragon Print Name: Elizabeth Monday Print Title: Associate Superintendent Print Title: **Executive Director of Operations Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-11100-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Para Co Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

**Downey Unified School District** 

Service Agreement No. 202021-203

Page 4 of 4

Signature: Wayne Shartyn (Oct 29, 2020 08:45 PDT)

Email: wshannon@dusd.net

DISTRICT

14. <u>Notices:</u> 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:

SERVICE PROVIDER

Downey Unified School District	Name:	First Step	s for Kids			
Business Services	Dept.:		Colored State Co			
11627 Brookshire Ave.	Address:	-	1000 Fremont Avenue, #5100			
Downey, CA 90241	19240 170 IWS		Alhambra, CA 91803			
Contact: Debbie Black	Contact:	-	Elizabeth Monday			
(562) <u>469-6521/dblack@dusd.ne</u>	et Phone/ema	ail: (424) 212	-7923; emonday@firststepsfor			
IN WITNESS WHEREOF, this A named parties, on the date indices.	accepted a					
Dietrio	J	LIVIOLIIV	OVIDEN			
DOWNEY UNIFIED SCHOOL D	DISTRICT F	irst Steps for I	Kids			
Signature		Elizate 1 Signature	londay			
Print Name: Christina Aragon	!	Print Name:	Elizabeth Monday			
Print Title: Associate Superint Business Services		Print Title:	Executive Director of Operations			
Date:		Date: 10/27/2020				
Disa	trict use only below	v line				
Account Number to be Charged						
Name and Title of Site Administ	rator-Please print	***************************************				
Signature of Site Administrator Date						
Signature of Program Director C	ONLY IF using categ	orical funds	Date			
Downey Unified School District Page 4 of 4 Service Agreement No						

### NPA03 - Services and Fees

Please provide information on all services for which you are seeking certification NPA Name: FirstSteps for Kids, Inc - Fo

Related Services	Service Abbreviation	Fees	Time Allotment (per hour, day, or month?)			
Adapted Physical Education (5 CCR 3051.4)	APE					
Assistive Technology Services (5 CCR 3051.19)	ATS					
Audiological Services (5 CCR 3051.2)	AS					
Behavior Intervention - Design or Planning (5 CCR 3051.23)	BID	135	per hour per student			
Behavior Intervention – Implementation (5CCR 3051.23)	ВІІ	75	per hour per student			
Counseling and Guidance Services (5 CCR 3051.9)	CG					
Early Education Programs for Children with Disabilities (5 CCR 3051.20)	EE					
Health and Nursing Services (5 CCR 3051.12)	HNS	X = 1				
Language and Speech Development and Remediation (5 CCR 3051.1)	LSDR					
Music Therapy (5 CCR 3051.21)	MT					
Occupational Therapy Services (5 CCR 3051.6)	ОТ					
Orientation and Mobility Instruction (5 CCR 3051.3)	ОМ					
Parent Counseling and Training (5 CCR 3051.11)	PCT					
Physical Therapy Services (5 CCR 3051.7)	PT					
Psychological Services Other Than Assessment and IEP Development (5 CCR 3051.10)	PS	¢				
Recreation Services (5 CCR 3051.15)	RS					



### CALIFORNIA DEPARTMENT OF EDUCATION NOTICE OF NONPUBLIC AGENCY CERTIFICATION

Date: December 11, 2019

NPA ID: 9901799

Nonpublic Agency: FirstSteps for Kids, Inc. - Alhambra/East LA

Site Administrator: Elizabeth Monday

Site Address: 1000 Fremont Avenue, A5

City: Alhambra

CA 91803

Maximum Capacity: 24

Grades: PK to 12

Student Gender: Coed

### 2020 CERTIFICATION STATUS:

### **APPROVED**

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et, seq. Related services may not be provided in lieu of core academic direct instruction unless specifically stated on student IEPs.

Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic. nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.

### **EFFECTIVE DATES:**

January 01, 2020 through December 31, 2020

Authorized	Sites to Serv	e: 🔽 LEAs	✓ NP/	A Site	NPS Sites	Virtual Services
Authorized	I to Provide th	e Following Rela	ted Service	es:		
APE	<b>✓</b> BII	LSDR	PCT	SDTI	_ VECD	
AS	CG	☐ MT	□ PS	SW	□ LI:	
ATS	□ EE	OM	PT	□ TS	Other Se	rvices Authorized:
✓ BID	HNS	ОТ	RS	□ VS		
3 010	4.1 THO		1.0			

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit

Special Education Division



II. 64. RATIFY Agreement for Independent Consultant Services No. 202021-211 with Natalie Aguirre to provide CART Services for hearing impaired students from October 21, 2020 through December 31, 2020.

### **Supporting Documents**

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Agreement for Independent Consultant Services No. 202021-211 - Natalie Aguirre - Spec Ed

### DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202021-211

This A	AGREEMENT is made and entered into this 21ST day ofOCTOBER 20 20				
between the Downey Unified School District ("DISTRICT") and					
NATAL	LE AGUIRRE , ("CONSULTANT"), to provide services				
Control of the Contro	the direction of: CIA SANDOVAL SPECIAL EDUCATION				
(Printe	ed Name Administrator Site/Department) (Site/Department)				
1.	SCOPE OF SERVICES  CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: (Attach additional sheet as needed).  CART SERVICES FOR HEARING IMPAIRED				
2. 3.	LOCATION OF PERFORMANCE/SERVICE: VARIOUS DUSD LOCATIONS .  PERIOD OF AGREEMENT This Agreement is effective and will be completed by				
	reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.				
l.	CREDENTIAL  Does service provided require a credential, certificate, or permit:  Yes Vo				
	Have you ever paid into or are you a retiree of CalSTRS?				
	If Yes and service requires a credential, certificate, or a permit, you <u>must</u> be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code Section 45134 and Section 88033.).				

#### INDEPENDENT CONSULTANT 5.

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employment relationship.

CONSULTANT is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the performance of services and receipt of fees under this Agreement.

CONSULTANT, as an independent contractor, will carry workers' compensation insurance on CONSULTANT'S employees and other individuals (e.g., volunteers) as required by any applicable laws and/or regulations.

6.	Р	A	Υľ	VI	Е	N	Т

DISTRICT agrees to pay CONSULTANT at a rate of \$45.00 per

HOUR not to exceed a total of \$12,000 . Expenses are
not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An
IRS W-9 form must also be completed and signed.

CONSULTANT shall provide an invoice to DISTRICT on a monthly basis showing an accounting of hours worked. (CONSULTANT may also use District Form - Statement for Services Rendered, see attached)

### 7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless 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 CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages 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. CONSULTANT 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.

### 8. INSURANCE

As a condition precedent to this Agreement, CONSULTANT 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.

- a. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. <u>General Liability Insurance</u> in 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.

Agreement for Independent Consultant Services
2 | Page Rev. 0 7/10/1 8

- (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
- (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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.

The coverage and limits required hereunder shall not in any way limit the liability of The CONSULTANT nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the CONSULTANT'S risks here under.

### 9. FINGERPRINTING

If DISTRICT determines that the services provided by CONSULTANT involve direct contact with students, CONSULTANT agrees that CONSULTANT and/or its employees providing services pursuant to this Agreement shall be fingerprinted as arranged by the DISTRICT before services commence pursuant to California Education Code §45125.1. CONSULTANT will be responsible for the fee to be paid to the DISTRICT for fingerprinting.

### 10. ASSIGNMENT

CONSULTANT shall not assign or subcontract to any other individual or entity the services to be provided by CONSULTANT to DISTRICT without the prior written approval of DISTRICT.

### 11. CONFIDENTIAL INFORMATION

CONSULTANT agrees to hold DISTRICT'S confidential information in strict confidence and not to disclose such confidential information to third parties without DISTRICT'S prior written consent unless required by court order or as permitted by law. "Confidential information" as used in this Agreement shall mean all information disclosed by DISTRICT to CONSULTANT that is not generally known to the public including, but not limited to, information regarding students that is not "directory information" and/or is not released pursuant to DISTRICT policy (California Education Code §§49073-49079).

### WORK PRODUCT

CONSULTANT agrees that DISTRICT shall be owner of the Work Product produced by CONSULTANT hereunder. "Work Product" for the purposes of this Agreement shall include but is not limited to all materials prepared, developed, assembled or collected by CONSULTANT pursuant to performance of this Agreement. This Work Product shall not be divulged or made available to third parties without the prior written consent of DISTRICT, except by court order or as permitted by law.

### 13. TERMINATION

Either party may terminate this Agreement during the term of this Agreement, with or without cause, upon thirty (30) days' written notice of termination.

### 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

### 15. SEVERABILITY

If any of the provisions of this Agreement are held by a court of law to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be legal, valid and enforceable.

### 16. WAIVER

The waiver by DISTRICT of a breach of any provision of this Agreement by CONSULTANT shall not operate or be construed as a waiver of any other or subsequent breach by CONSULTANT.

17. ENTIRE AGREEMENT. This Agreement shall incorporate CONSULTANT'S proposal to DISTRICT and shall constitute the entire agreement between the parties relating to the services to be provided to DISTRICT by CONSULTANT as specified in section one. This Agreement may only be changed by the parties' written mutual agreement.

### Agreement for Independent Consultant Services

Natalia Aguirre Consultant Name	Downey Unified School District
Natalia Aguisto (Oct 23, 2020 10:09 PDT) Signature	Christina Aragon Associate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address  City, State, Zip Code	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
10/23/20 Date	
District use only below line	
Account Number to be Charged: 01.0-33100.0-57600-31500-5804-7430000	
Patricia G. Sandoval, Director of Special Educations	patricia Sandoval (Oct 23, 2020 12:53 PDT)  Signature of Site Administrator
If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.	
Hatalia Aguirre (Oct 23, 2020 10:09 POT) Signature of Program Director Di	ate Financial Services (verify acct. #)
Agreement for Independent Consultant Services  5   Page   Rev. 0.7/10/1.8	



II. 65. RATIFY the Affiliation Agreement between Downey Unified School District and the University of the Pacific, effective October 1, 2020 through June 30, 2025.

# **Supporting Documents**



scan0333

# Affiliation Agreement between the Downey Unified School District and the University of the Pacific

This Affiliation Agreement ("Agreement") is entered into this 1st day of October 2020 ("Effective Date"), by and between Downey Unified School District ("Host") and the University of the Pacific ("University").

WHEREAS, University is a nonprofit institution of higher education that offers more than 80 undergraduate areas of study and more than 30 graduate and professional programs in 11 schools and colleges at campuses located in Stockton, Sacramento and San Francisco, California;

WHEREAS, as part of the University's educational mission, the University provides opportunities for its students to gain valuable experience in their respective field of study and gain valuable educational development by placing students directly in institutions, organizations, agencies and business in order for the students to gain valuable clinical experience;

WHEREAS, the University and Host believe it is for the mutual benefit of the parties, and especially the University students, that Host provide practical on-site opportunities to University students as set forth in in **Exhibit A** attached hereto ("**Program**"); and

WHEREAS, the parties agree that the Program will be conducted in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth below, University and Host hereby agree as follows:

1. Program Description. The Program is further described in <u>Exhibit A</u> attached hereto and by this reference incorporated herein. During the Term (as defined below in Section 9), the Parties may make changes to the Program by amending the existing Exhibit A or adding additional exhibits under Exhibit A which additional exhibits would be numbered consecutively as Exhibit A-1, Exhibit A-2, etc. For purposes of this Agreement, the term "Student" means any University student placed with Host under the Program. Except as expressly provided in this Agreement or in any subsequent amendment hereto including exhibits, no monetary obligation on the part of University or the Host to the other party is hereby created; consideration for this Agreement is furnished by the mutual benefits and promises of the parties.

# 2. University Responsibilities and Understandings

- (a) The Program is a program of University, and not of the Host.
- (b) University shall be responsible for the academic content of the Program and shall provide necessary instruction and academic supervision and award academic credit. University shall be responsible for clear and specific objectives and planned learning activities and for the development of manuals and appropriate evaluation instruments for student learning.
- (c) University shall comply with applicable accrediting agencies' standards and guidelines.

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- (d) University shall have the right to designate the students who will participate in the Program subject to the following limitations:
  - (i) Each Student must be enrolled at University and have the requisite academic background, as determined by University in its reasonable discretion, for participation; and
  - (ii) Host and University shall agree on the number of Students who may be allowed to participate at one time.
- (e) University shall be responsible for keeping all attendance and academic records of the Students. University may delegate to Host and its personnel the Student evaluation activities where appropriate and, as long as, University's primary responsibility for this function is not compromised.
- (f) University shall notify Host of proposed Students, including the name of the Student, level of academic preparation, and length and dates of proposed participation in the Program. University shall ensure each Student conforms to the health examination/immunization and background check requirements for the Program.
- (g) If applicable, University shall provide Students training in HIPAA regulations and OSHA's universal precautions.

# 3. Host Responsibilities and Understandings

- (a) Host shall provide appropriate facilities for the aspects of the Program conducted at Host's premises under this Agreement. The facilities designated by Host shall not endanger the health, safety or welfare of the Students.
  - (b) Host shall provide any required safety training to Students.
- (c) Host shall be responsible for ensuring all its employees comply with all laws, rules, and regulations with regard to their conduct and interaction with Students.
- (d) Host shall appoint a site supervisor for each Student. The site supervisor must have a valid credential or license for the area he/she is supervising and be an employee of Host, in order to serve as the Student's supervisor. When applicable, the site supervisor must practice in the specialty he/she is supervising.
- (e) Host shall ensure that Students are familiar with all applicable rules, regulations, and policies of Host to which Students are expected to adhere during the Program and while on Host premises (including, without limitation, applicable health and safety training in accordance with prevailing federal and state laws).
- (f) Consistent with the availability of resources for Host's employed staff, Students shall be provided adequate supplies and materials to carry out the Student functions of the Program.

- (g) University personnel shall be permitted to participate in the instruction of Students on Host premises as necessary to effectively implement the Program except when, in the reasonable opinion of the Host, such participation interferes with the Host's operations.
- (h) Host shall permit University to visit Host's premises, to consult with Host personnel involved in the Program, and to evaluate Student progress while they are on Host premises; provided, however, that such visits shall be subject to reasonable rules and policies of Host.
- (i) In the event of a medical emergency involving a Student while the Student is on Host premises, Host shall respond according to the same procedure it would follow if one of its employees experienced the same emergency.
- (j) Students shall perform services as part of their participation in the Program only when under the supervision of authorized, licensed or certified Host personnel. Host understands and agrees that Students are trainees participating in educational activities. Unless otherwise indicated in Exhibit A, Students shall not be considered employees or contractors of the Host while participating in the Program, and shall not be used to replace Host personnel.

# 4. Joint Responsibilities of University and School

- (a) The parties shall coordinate the planning, scheduling, requirements, and evaluations of Students who participate in the Program as more fully described in Exhibit A. Schedules and Student assignments shall be developed to enhance the goals, objectives and missions of both Host and University. University' final examination and vacation schedules will be honored by Host.
- (b) Each party shall perform independent and joint reviews to determine the effectiveness of the Program.
  - (c) Each party may enter into similar agreements with other institutions at any time.
- (d) Each party to this Agreement will immediately notify the other in the event it becomes aware of violations of the other party's rules, regulations, policies or procedures by the Student and/or any negligent or intentional conduct when the conduct of the Student jeopardizes the health and/or safety of Host's students or staff. The parties agree to cooperate in the investigation of any such conduct.

# 5. Confidentiality and the Family Educational Rights and Privacy Act.

(a) The parties agree to comply with the applicable requirements of state of California and federal privacy laws, including the Family and Educational Rights and Privacy Act ("FERPA") and its implementing regulations. The parties acknowledge that student educational records are protected by FERPA and that student permission generally must be obtained before releasing specific student data to anyone other than the student's school. Each party agrees to cooperate with the other party regarding compliance with FERPA with respect to records pertaining to Students. Each party certifies that access to such records is necessary for the performance by each party under this Agreement, and agrees that each party shall be subject

to, and shall comply with, the same conditions and restrictions on the use and re-disclosure of such records pursuant to applicable law.

(b) If Students are paid by Host, records maintained by Host of Students may also constitute employment records protected from disclosure absent consent under applicable state and federal laws and regulations.

## 6. Insurance.

- (a) The University agrees to maintain the following insurance coverages at its own cost and expense:
  - (i) Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence and Two million dollars (\$2,000,000) in the aggregate.
  - (ii) Medical Malpractice Insurance in the amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate.
  - (iii) The University shall continue to maintain such insurance in full force and effect during the term of this agreement.
- (b) The Host agrees to maintain the following insurance coverages at its own cost and expense:
  - (i) Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000) per occurrence and Two million dollars (\$2,000,000) in the aggregate.
  - (ii) Medical Malpractice Insurance in the amount of one million dollars (\$1,000,000) per claim and three million dollars (\$3,000,000) in the aggregate.
  - (iii) The Host shall continue to maintain such insurance in full force and effect during the term of this agreement.
- 7. Indemnification. Each party agrees to defend, indemnify and hold one another, their respective regents, officers, directors, employees, students and agents harmless from and against all third party claims for injury or damages, liability, loss, expense (including reasonable attorney's fees and costs) ("Loss"), arising out of the performance of its obligations under this Agreement, but only in proportion to and to the extent the Loss is caused by or results from the negligence or intentional acts or omissions of the indemnifying party. The indemnities provided under this Section 7 shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.
- 8. Relationship of the Parties and Students. Each party is and shall be an independent contractor of the other party. Neither party nor its employees or subcontractors shall be deemed to be employees or agents of the other party as a result of this Agreement. Neither party's

employees and subcontractors will be entitled to any benefits made available to the other party's employees. Nothing in this Agreement is intended to establish a partnership, joint venture, or agency relationship between the parties, and neither party nor its employees or subcontractors are authorized to bind the other party or make any representations on its behalf in any matter.

- 9. Term and Termination. The term of this Agreement shall commence on the October 1, 2020 through June 30, 2025 ("Term"). This Agreement may be terminated at any time without cause by either party, upon giving the other party sixty (60) days written notice; provided, however, that any such termination shall not be effective as to any Student who as of the date of mailing of notice by the terminating party is participating in the Program until the Student has completed his/her participation in the Program for the then current academic term (semester or year), unless otherwise agreed by the parties in writing. Host agrees to return any University property to University within thirty (30) days of the early termination or expiration of the Agreement, or such other timeframe as agreed upon by the parties in writing.
- 10. Compliance with Laws; Accreditation, Licensing and Credentials. Each party shall be separately responsible for compliance with all laws, rules and regulations which may be applicable to its respective activities under this Agreement. Each party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each party agrees to furnish to the other party with evidence of such accreditation, licensing, and credentials upon request by the other party. Host further agrees to cooperate with University with respect to its accreditation requirements and will gather data related to Students' participation in a Student Placement under this Agreement.
- Nondiscrimination. Both parties shall fully adhere to all applicable local, state and 11. federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University is committed to equal opportunity for all persons in all facets of the University's operations and is an Equal Opportunity/Affirmative Action employer. The University will provide all applicants for admissions, employment, and all University employees with equal opportunity without regard to race, color, national origin, religion, sex, gender, gender expression, gender identity, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, age, sexual orientation, citizenship, or service in the uniformed services, including protected veterans or any other applicable protected category, or participation in any protected activity. The University ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

Host is notified it may be subject to the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(d); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action and posting requirements. If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors

and subcontractors to employ and advance in employment qualified protected veterans. If applicable, Host shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

- 12. Cooperation in Disposition of Claims. The parties agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of this Agreement. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, and making witnesses available.
- 13. Student Discipline or Reassignment. Students' discipline shall be the sole responsibility of University, however Host or University may terminate the participation of any Student, who, at the determination of Host or University does not comply with the Program requirements or applicable rules or regulations of Host, University, or state of California or federal laws or regulations. If Host reasonably determines that a Student is not performing satisfactorily for reasons including, but not limited to, tardiness or absenteeism, failure to follow instructions, or failure to follow rules or policies, Host agrees to contact the University Program Contact (as designated in Exhibit A) to either counsel or reassign the Student.

#### 14. Miscellaneous Provisions.

- disagreement arising out of or related to this Agreement, or the acts or omissions of the parties with respect to this Agreement (each, a "Dispute"), the parties shall, as soon as reasonably practicable after one party gives written notice of a Dispute to the other party ("Dispute Notice"), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the parties. If any Dispute is not resolved to the mutual satisfaction of the parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the parties in writing), the parties shall settle such Dispute as otherwise set forth in this Section. In the event a Dispute is not resolved by the meet and confer provisions under this Section above, the parties may choose any other available legal means to settle the Dispute. Each party agrees that a violation or threatened violation of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all legal remedies.
- (b) Legal Fees and Costs. The prevailing party is entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorneys' fees and costs incurred.
- (c) **Notices**. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (1) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); (2) on the third (3<sup>rd</sup>) business day after mailing by U.S. registered or certified mail, first class, postage prepaid; or (3) on the date transmitted by facsimile with confirmation of successful transmission. Any notices or other

communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to University:

University of the Pacific School of Health Sciences

3200 5th Avenue

Sacramento, CA 95817

Attn: Clinical Education Liaison Email: clinicaleducation@pacific.edu

Copy of Notice to be provided to:

General Counsel

University of the Pacific

3601 Pacific Ave. Stockton, CA 95211

Email: generalcounsel@pacific.edu

If to Host:

Downey Unified School District Certificated Human Resources 11627 Brookshire Avenue Downey, CA 90241

Attn: Alyda R. Mir, Assistant

Superintendent almir@dusd.net

- (d) Force Majeure. Either party's obligations under this Agreement will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, changes in business conditions (other than insignificant changes), acts of God, or other causes beyond the reasonable control of such party (each a "Force Majeure Event"). Notwithstanding the Force Majeure Event, each party shall make a good faith effort to resume performance as soon as the excusable delay is mitigated.
- (e) Governing Law. This Agreement, and any dispute between the parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in Stockton, California.
- (f) Use of Names and Logos. Each party agrees that it shall not use the other party's name, logo or insignia, or the name, logo or insignia of any school or division thereof, or otherwise identify the other party or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other party, which permission may be given or withheld in the other party's sole discretion.

3 .

- (g) **No Assignment**. Neither party may voluntarily or by operation of law, assign or otherwise transfer any part of this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.
- (h) **Entire Agreement**. This Agreement is the entire agreement between the parties regarding its subject matter. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- (i) Modifications. This Agreement may not be modified or amended except by an instrument in writing executed by duly authorized representatives of the parties.
- (j) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby, unless the effect of such severance would be to alter substantially this Agreement or the obligations of the parties, in which case this Agreement may be immediately terminated by either party upon thirty (30) days' prior written notice, or as otherwise allowed by the termination provisions of this Agreement.
- (k) **Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or delegates, as of the Effective Date.

# DOWNEY UNIFIED SCHOOL DISTRICT

Alyda R. Mir

Assistant Superintendent

Certificated Human Resources

almir@dusd.net

Telephone: (562) 469-6541

Fax: (562)469-6546

# UNIVERSITY OF THE PACIFIC

Maria Pallavicini, PhD

Provost

# EXHIBIT A-1 Program Description

Effective Date: 9/30/2020	Evergreen or Termination Date:
Legal Entity Name: University of the Pacific	Main Address: 3601 Pacific Ave. Stockton, CA 95211
Institutional Accreditation: WSCUC - WASC Senior College and University Commission	Expires: 2027

## PROGRAM INFORMATION

School of Health Sciences Program URL:
https://www.pacific.edu/academics/schools-and- colleges/thomas-j-long-school-of-pharmacy-and- health-sciences/academics/speech-language- pathology.html
Email: mwalls@pacific.edu  Phone: 209-932-3355

**Program Description/Overview:** The speech-language pathology, Master's of Science degree at University of the Pacific is offered and coordinated through the School of Health Sciences. Students enrolled in the SLP program are prepared to deliver thoughtful, reflective, caring, and collaborative services to diverse populations. The program directs its efforts toward student centered didactic and clinical education as well as researching best practices in the field of speech-language pathology.

#### Type of degree/certificate:

Certificate Associate Bachelor X Master Doctorate

## Student Evaluation Method(s):

Clinical supervisors are responsible for completing two evaluations (mid-rotation and summative), covering clinical knowledge and professionalism. The supervisor, or his/her designee, must observe and assess the student performing clinical functions, including documentation, on a regular basis and provide constructive verbal feedback to the student periodically over the course of the rotation. Mid-rotation and summative evaluations are completed electronically and should include supervisor-student feedback. Categories for evaluation use descriptive words regarding performance level; however, grade calculations use an applied Likert-scale. Evaluation will be based on the ASHA standards for clinical certification.

## Additional Host Responsibilities:

Host shall participate with Pacific in planning the Program, including those experiences required to complete the electronic evaluation for each student and provide data as needed by ASHA.

## For student clinicians, Host shall:

- (1) Assign an on-site mentor who possesses a valid speech services credential, speech-language pathology license, the ASHA Certificate of Clinical Competence (CCC); has completed supervision continuing education as required by ASHA and the CA licensing board, and at least two years of clinical experience.
- (2) Participate with Pacific in planning and implementing a comprehensive and coordinated program of support and mentoring for the student intern, in conformance with the most current requirements established by ASHA and articulated by Pacific in the Internship Handbook

Additional University Responsibilit	
Additional Program Requirements:	
Additional Student Qualifications: I during a defined academic semester/te	Pacific Students are only eligible to participate in the Program erm (Fall, Spring or Summer).
For student clinicians, Pacific shall:	
	the Student meets all requirements and proficiencies of graduate
	s in speech-language pathology.
	Ity liaison who will communicate on a regular basis with the
	erve as the university contact person for the on-site supervisor;
	supervision duties that adhere to the most current requirements
	y ASHA and articulated by Pacific in this Exhibit A; and
	ith Host in planning and implementing a comprehensive and
	program of support and mentoring for the intern, in conformance t current requirements established by ASHA and articulated by
Pacific in this	
Tuesto in una	LAMOLIA
Are program graduates eligible to s	it for a X Yes
state license, certification, or other	No
credentialing examination?	
	entialing examination? Speech Language Pathology Praxis
Full Credential Name: Certificate of	
	State: American Speech Language Hearing Association
	ican Speech Language Hearing Association, Commission on
Academic Accreditation  Expires: 2024	
	Student(s) will be considered paid employees of Host and terms
and conditions attached to this Exhibit	A as Attachment 2 shall apply to this Agreement and be binding
on the parties.	
N WITNESS WHEREOF the parties	have cause this Exhibit A to be executed by their duly authorized
officers or delegates, as of	
DOWNEY UNIFIED SCHOOL	
	ntendent, Certificated Human Resources
aligh A. C	10/8/2020
Signature	Date
Signature	Date
UNIVERSITY OF THE PAC	CIFIC
Name and Title	
Signature	Date
- 0	



II. 66. APPROVE a 60-month lease for a Xerox Nuvera DPS 144 production multifunction printer/copier system, at the monthly lease rate of \$5,734.81, inclusive of 400,000 copies per month, with a cost-per-copy rate of \$0.0031 per copy exceeding the inclusive number of copies, for use in the District Communication Center, to be charged to the General Fund.

# **Supporting Documents**



Xerox Comm Center Lease Agreement - DPS144 Oct 1 2020 XOA (002)

# **Lease Agreement**



Customer: DOWNEY UNIFIED SCHOOL DISTRICT

BillTo: DOWNEY UNIFIED

**DOWNEY UNIFIED** Install:

SCHOOL DISTRICT ACCOUNTS PAYABLE

SCHOOL DISTRICT 11627 BROOKSHIRE AVE

PO BOX 7017

DOWNEY, CA 90241-4911

DOWNEY, CA 90241-7017

Tax ID#: .

State or Local Government Negotiated Contract: 072808600

Product Description Item	Agreement Information		Trade Information	Requested Install Date	
1. DPS144 (NUVERA 144 EA SYSTEM)  - Bfm W/direct Connect  - Feed Module 4 Tray  - Imposition License  - 2nd Lf Feed Mod 2t  - Productivity Pack  - Postscript & Ppml Sw  - Xerox Tape Binder  - Customer Ed  - Analyst Services	Lease Term: Purchase Option:	60 months FMV	- Xerox 144 DPS S/N TB7001362 Trade-In as of Payment 71	11/16/2020	

# Monthly Pricing

Item	Lease Minimum Payment	Meter	Print Charges Volume Band	Per Print Rate	Maintenance Plan Features
1. DPS144	\$5,734.81	1: Black and White Impressions	1 - 400,000 400,001+	Included \$0.0031	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$5,734.81	Minimum Payn	nents (Excluding Applical	ole Taxes)	

## **Authorized Signature**

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.

Christina Aragon

Phone: (562) 469-6520

**Xerox** (562)342-7300

Associate Superintendent, Business Services

For information on your Xerox Account, go to www.xerox.com/AccountManagement

Thank You for your business!

This Agreement is proudly presented by Xerox and

Signature: .

Date:



Terms and Conditions

#### INTRODUCTION:

 NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

#### **GOVERNMENT TERMS:**

- 2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.
- 3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

### SOLUTION/SERVICES:

- 4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server /DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."
- 1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this
- 2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the

- digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.
- 3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc. ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.
- 4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the optional Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). If this option is ordered, you will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox's right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.
- 5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox's published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox's published specifications.
- 6. The following terms apply to FreeFlow Software licensed to U.S. government customers:
- a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).
- b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.
- c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.
- 7. FreeFlow Software may include Microsoft Embedded Standard operating system software to which the following terms apply:
- a. You agree to and will comply with the Microsoft terms and conditions contained on

# **Lease Agreement**



Terms and Conditions

the Xerox website, http://www.support.xerox.com/support/open-source-disclosures/file-redirect/enus.html?&contentId=136023.

b. Any updates, upgrades or reinstallations of Microsoft Embedded Standard operating system software are subject to the terms and conditions of this license and may be used only with the Xerox-brand Equipment with which it was delivered. Any other use of the software is strictly prohibited and may subject you to legal action.

c. If the Equipment includes Remote Desktop Services that enable it to connect to and access applications running on a server, such as Remote Desktop Protocol, Remote Assistance and Independent Computer Architecture, such Desktop Functions will not run locally on the system, except for network/Internet browsing functions.

d. The FreeFlow Base Software contains the Windows Update feature that allows you to access Windows Updates directly through the Microsoft Corp. Windows Update server. If you elect to activate this feature, any Windows Updates installed by you using the Windows Update feature may not function on the Equipment or may cause malfunctions or cause harm to the Equipment. Before you download a Windows Update using this feature, you should contact Xerox so that Xerox can ensure that each Windows Update is suitable for use on the Equipment and provide any necessary technical support for the installation and use of such Windows Update.

e. No High Risk Use. WARNING: The Windows Embedded 7 Standard operating system is not fault-tolerant.

The Windows Embedded 7 Standard operating system is not designed or intended for any use in any computing device where failure or fault of any kind of the Windows Embedded 7 Standard operating system could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Xerox is not licensed to use, distribute, or sublicense the use of the Windows Embedded 7 Standard operating system in High Risk Use. High Risk Use is STRICTLY PROHIBITED.

#### PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

#### **GENERAL TERMS & CONDITIONS:**

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



II. 67. RATIFY Service Agreement with Prima Waste Management, Inc. to provide regulated medical waste services to the Downey Adult School from July 1, 2020 though June 30, 2021.

# **Supporting Documents**



Service Agreement 21-1639 PrimaWasteC



# Service Agreement

Sales Representative

FV

Account / Site Number

20-039

Service Address								3100	
Name	\$11.1	Daytime Phone				x No	0.0040		
Downey Adult School						940-6206 (562) 9			0-6219
Address 12340 Woodruff Ave.					Igonzalez2@das.edu				
City / State / Zip Code				Contact					
Downey, CA 90241					Leonor (	Gonza	alez		
Billing Address (If different tha	n ahovel			1111000000					
	11 40000)				Daytime Pho	ne No	Fa	ıx No	
Name Downey Adult School - 7	Account	s Paval	ole		(562) 469-6622				
Address	10004111				Email				
P.O. Box 7017					accountspayable@dusd.net				
City / State / Zip Code					Contact				
Downey, CA 90241-701	7								
Services to be Provided by Pr	ima Wast	te Manage	ement						
Service Frequency	Additi	ional Pick Up	Charge		Additional Se	ervices			
24 Per Year	\$75				☐ Dental W	aste /	Pharm		☐ Chemo Path
Maximum # of Waste Containers	Medic 2 Larg	cal Waste Co	ontainer Size		Charge		Charge	C	harge
Each Additional Container Charge Bil	ling Cycle	ye	Amount Billed Per	Cycle	Price / Conta	inei	Price / Container Price /		rice / Container
	onthly		650.00	0,00					
Customer	4.0000		Date	Name (print			9/18/201 Title Assoc. Superinte		
X	AND VENEZUALIZAN	WEST WEST	11/10/2019		a Aragon	Business Services			
Prima Waste Management Agent			Date 9/18/2019	Name (print)		. 7	President		
_X			9/10/2019	Fernand	do Vasque	:2	riesidei		
Routing Information	Р	rima V	Vaste Man		nt Use C				Qty
Medical Waste Container Code			Qty	Wedical Waste Container Co					(at)
Service Area Route # Container S	Setup Date	e First Pickup Date				Prom	o Code:		
Days of Service		Service	Hours						51 =
☐ Mon ☐ Tues ☐ Wed ☐ Thurs ☐ Fri						SEDO	C Record Numb	er:	
Routing Comments									
Type of Agreement	Type of Agreement				ement in Months EPA Gen ID#				
Tax Exempt ID # (if yes)									
☐ Yes ☐ No						î			
Purchase Order # (if applicable)						Segmen	nt Code	Affilia	tion Code



# Service Agreement

Sales Representative

FV

Account / Site Number

Document S	hredding				20-	039	
Service Frequency				Additional Pick Up Description			
Waste Containe	Waste Container Size			Additional Pick Up Fee			
Price i Containe	r / Pick Up			Additional Container Charge			
OSHA Comp	liance	***************************************					
Number of Empl		V 20000000	ompliance Walk	through			
Type of Office	I-50	Yes	L INO				
The second second	☐ Dental Other						
Charge / Location	n		Scheduling of training and walk-through are the responsibility of the customer, one per year unless otherwise specified				
Waste Plann	ing						
Solid Waste Consulting				Additional Notes  1) On-site Blood Borne Pathogen (BBP)			
Medical Waste	Management Plan Formation			annually for	all employees at D	AS	
# of Locations	Estimated Hours Needed For Planning Total Charge			2) On-line Blood Borne Pathogen (BBP)			
☐ Submissions	to Regulatory Agencies			training prov	rided for all DAS st	tudents with	
Hazardous V	Vaste			unlimited ac	cess.		
Service Frequer	ncy			3) Up to twe	lve - 2 gallon & eig	jht - 7 gal	
Pick Up Fee				reusable sharp containers per month.			
Price / Contains	r Size						
forth in or attache	greement I understand and agree that I have ad to this Agreement. Further, by signing belo mer to this Agreement	read and understood tow I acknowledge and	the foregoing, the represent that I	e Terms and Conditio am an authorized offi	ons attached hereto, and all of icer or agent of the Customer  Contract Effective Date 9/18/2019	her provisions set and have authority Customer Initials	
Customer		Date 11/10/2019	Name (print) Christina		Title Assoc. Superintendent,		
Prima Waste M	anagement Agent	Date 9/18/2019	Name (print)	o Vasquez	Business Services Title President		

PRIMA Waste Management, Inc. - Terms and Conditions

PRIMA Waste Management, Inc. - Terms and Conditions

1. REGULATED MEDICAL WASTE SERVICES. Pursuant to the terms and conditions stated herein PRIMA Waste Management, Inc. (the "Company"), itself or through its representatives and/or affiliates, will provide Customer with collection, management, transportation, disposal, and treatment of all Regulated Medical Waste, not including Nonconforming Waste as defined herein, generated by Customer during the term of this agreement ("Services"). For the purpose of this agreement "Regulated Medical Waste" means (i) waste or reusable material derived from medical treatment of an animal or human, which includes diagnosis and immunization, or from biomedical research, which includes production and testing of biological products. Regulated medical wastes is assigned to UN 3291, except for regulated medical waste containing Category A infectious substances, which must be classified as Division 6.2 material described as an infectious substance and assigned to UN 2814 or UN 2900 as appropriate; No Category A materials may be discarded items which may been contaminated provided that such litems, including vials and syringes, shall be "empty" as defined in applicable laws, regulations and guidelines. Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as required for the lawful transfer of the Regulated Medical Waste under all applicable federal, state or local laws. "Nonconforming Waste" means: 1) any waste or other material not falling within the definition of Regulated Medical Waste including complete human remains; 2) radioactive waste; 3) any listed or characteristic hazardous wastes, chemotherapeutic hazardous waste and substances as defined in any applicable laws, regulations and guidelines; 4) containers that are damaged, leaking or could cause harm or exposure to employees, general public or others; 5) waste that has been incorrectly identified, labeled and/or segregated; 6) any waste or device containing

company in accordance with state and rederal regulations, laws and/or guidelines. Customer is liable for all damages and losses resulting from any Noncomorning waste due to packing or the contents being collected, fransported, treated, or disposed by the Company.

2. TERMS OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be for sixty (60) months, commencing on the Effective Date. This Agreement shall automatically renew thereafter for additional terms equal to the original initial Term (each a "Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term, but no earlier than one hundred eighty days (180) before the termination period. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any term of this Agreement relating to any services provided hereunder and further

tirst refusal to match any offer which Customer receives or intends to make after the completion of any term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

3. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Regulated Medical Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to pick up, remove and dispose of the Nonconforming Waste at Customer's sole expense. Customer shall indemnify, hold harmless (in accordance with Section 6) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply a remove the like Agreement legislates of Inspection and Positions.

pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

4. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Regulated Medical Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Regulated Medical Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory. The on-line training does not constitute legal advice and company makes no warranty, express or implied, with respect to such information and disclaims all liability resulting from any use of this information.

5. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on this Agreement and/or Exhibit A (if applicable) as well as a \$75.00 minimum stop fee when Customer request a pick-up outside of its regular pick-up schedule, all of which may be modified as provided in this Agreement. The Service Fee, OSHA Fees and Overweigh Fees may be adjusted by Company to account for: any increase in disposal or fuel costs; changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges, and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Any increase in charges requires the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as prov

in Section 5 shall take effect upon notification from Company to Customer. Further, all rate adjustments as provided above and in Section 5 also apply to all Renewal Terms. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of one & half percent (1.5%) per month or, the maximum rate allowed by law.

6. SURCHARGES. Company reserves the right to impose a surcharge if it attempts to pick up waste at Customer's location, either on a scheduled pick-up or pursuant to a Customer request, and, due to no fault of Company, either: 1) there is no Regulated Medical Waste for Company to pick up; 2) the waste is not ready for pick up; or 3) the Customer focation is closed or inaccessible. Waste volumes significantly larger than the average volume for similar generators will be subject to a surcharge at the current surcharge container rate of \$40.00 per container. Each additional "overweight pound" of sharps/redbags shall be charged at \$1.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and each additional "overweight pound" of pince-chemotherapy/Pathological shall be charged at \$3.00%, and inchemotherapy and pathological shall be charg

supersedes any and all prior agreements, whether written or oral, between the parties regarding the same. Onless unleavise provides including any including agreed to by both parties in writing.

3. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization, dissolution, or similar law, or makes an assignment for the benefit of its creditors, or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any initial or Renewal Term, or the Customer fails to perform any of its obligations under this Agreement, including but not limited to the Customer being in Default, in addition to all rights and remedies provided at law or in equity, liquidated damages (which Customer acknowledges and agrees is not a penalty) shall be calculated and paid as follows: fifty percent of the Customer's average monthly charge multiplied by the number of months, including any partial months, remaining until the expiration date of the then current term hereof. Company has the right to terminate this Agreement at any time by giving Customer at least thirty (30) days notice in the event that it is unable to continue performing its obligations under this Agreement due to revocation, cancellation, suspension, or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in the company's sole discretion, to continue performing this Agreement.

cancellation, suspension, or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in the Company's sole discretion, to continue performing this Agreement.

14. MISCELLANEOUS. (a) The prevailing party is entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state of California; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

15. PAVEMENT DAMAGE/EQUIPMENT. Company shall not be responsible for damage to Customer's pavement or other driving surface due to the weight of the Company's vehicles. Any equipment supplied will remain Company's property. Customer will be responsible for any loss or damage resulting from Customer's use, possession or handling of the equipment, except for normal wear and tear. Customer will use the equipment only for its intended purpose and will not overload by weight or volume, move or after the equipment and will take reasonable precautions to prevent others from doing the same. On collection day, Customer will provide unobstructed access to the equipment, and if the equipment is inaccessible or overloaded, Customer's service will be subject to an additional charge.

16. EXCLUSIVENESS. Customer agrees not to use any alternative mea

16. EXCLUSIVENESS. Customer agrees not to use any alternative means of waste disposal or any other company or entity for its Regulated Medical Waste disposal service during the Term of this Agreement and any Renewal Term. Unless otherwise agreed upon in writing exclusivity applies to all leased suits and offices if this contract is for a medical building with multiple tenants. Prima Waste Management reserves the right to deal solely with the customer and not with any third party agents of the customer for all purposes relating to this agreement. Customer represents and warrants to Prima Waste Management that it is the medical waste generator and is acting for its own account and not to liquidated damages, in the

agreement. Outstomer represents and warrants to rimina vaste Management that it is the induced with the class of the configuration of the configuration and warrants.

17. STATUS AS INDEPENDENT CONTRACTOR. Company's relationship with Customer as stated herein this Agreement is that of an independent contractor.

18. GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws.

19. NOTICES. All notices that the parties desire or are required to give under this Agreement shall be in writing and sent to the parties at the addresses set forth in this Agreement.

20. SIGNATURES. A photocopy, facsimile, or electronic copy of a signature shall be as effective as an original. This Agreement may be signed in counterparts, all of which taken together as a whole constitute one Agreement



II. 69. RATIFY the renewal of a revocable, non-exclusive license for the use of office space at the Downey Courthouse with the Judicial Council of California from November 1, 2020 through July 31, 2021.

# **Supporting Documents**

Judicial Council of California License for use of Office Space at Downey Courthouse - Student Serv...

Facility No:

19-AM1

Facility Name: Downey Courthouse

Facility Address: 7500 East Imperial Highway, Downey, CA 90242



# Judicial Council of California Real Estate and Facilities Management 455 Golden Gate Avenue, San Francisco, CA 94102

# REVOCABLE, NON-EXCLUSIVE LICENSE FOR THE USE OF REAL PROPERTY

In consideration of the mutual promises and covenants set forth herein, the Judicial Council of California (sometimes referred to as "Judicial Council" or "Licensor"), hereby grants to the Downey Unified School District, ("Licensee"), a revocable, nonexclusive license ("License") for use of the premises described below (the "Premises"), for the purpose described in this License and on the terms and conditions set forth below. In this License, the Judicial Council and Licensee are sometimes individually referred to as a "Party" and together referred to as the "Parties." For reference purposes only, the date of this License shall be October 11, 2016.

- Description of Premises Licensed. The Premises consist of office space 1. adjacent approximately 833 square feet, in Division 9 on the 4th floor, designated Room Number 413 in the Downey Courthouse, located at 7500 East Imperial Highway, Downey, California 90242 (the "Property").
- Termination of Existing License. By executing below, Licensee hereby 2. acknowledges and agrees that the Revocable, Non-Exclusive License for the Use of Real Property dated October 1, 2009 between Licensor, as the Licensor thereunder, and Licensee, as the licensee thereunder, shall terminate concurrently with the commencement of this License. The termination of the October 1, 2009 License is mutually agreed to by the Parties, and to the extent any notice of termination of the October 1, 2009 License may be required, said notice is hereby waived by the Parties.
- Commencement Date. This License shall commence on November 1, 2016 ("Commencement Date") and shall continue until it is terminated as provided in section 4, below.
- Termination. From and after the Commencement Date, each Party shall have the right and option to terminate this License, with or without cause, at any time by giving 30 days prior written notice of the termination of this License to the other Party. In addition

to the foregoing, (a) the Judicial Council shall have the right to terminate this License immediately in the event of an emergency that results in damage to, loss of, or an unsafe condition of the Premises or the Property, as determined in the Judicial Council's sole discretion, and (b) this License shall immediately and automatically terminate upon: (i) the sale or other conveyance of the Property to a party other than the State of California; or (ii) relocation of the Court's operations at the Property to an alternate location.

# 5. Name of Licensee.

# Address:

Downey Unified School	11627 Brookshire Avenue
District	Downey, CA 90241
Tax ID: 95-6006586	

- 6. Purpose of License. The purpose of this License is to allow the Licensee to enter, occupy, and use the Premises for the sole purpose of conducting school attendance review board hearings, and other purposes related thereto, and for no other purpose whatsoever, between the normal Court hours of 8:30 a.m. and 3:30 p.m., Monday through Friday (except for Court holidays and furloughs) subject to the terms, conditions, and restrictions set forth in this License. This License is personal to Licensee and does not grant the Licensee any ownership, leasehold, easement, or other real property interest or estate in the Premises or the Property. In no event shall the Licensee represent itself or its operations in the Premises as being a part of, affiliated with, or an agent or partner of, or in a joint venture with, any of the Judicial Council, the Superior Court of California, County of Los Angeles ("Court") or any of their respective programs or operations.
- 7. Consideration. Consideration for this License is the Licensee's full and timely compliance with the terms, conditions, and restrictions set forth in this License. In further consideration of this License, the Licensee shall pay to the Judicial Council a license fee in the monthly amount of \$122.98 on the first day of each calendar month, for the nine months between September and May of each year, starting on the Commencement Date (the "License Fee"). If the Commencement Date falls on a date that is not the first day of a calendar month, the Licensee's first and last payments of the License Fee will be prorated based on the number of days in that calendar month. Commencing on September 1, 2016, and on each September 1 thereafter during Licensee's occupancy of the Premises, the License Fee shall be increased by an amount equal to three percent (3%) of the then current License Fee. Licensee hereby acknowledges and agrees that such increases in the License Fee shall be payable by Licensee on the dates set forth above, without any requirement for additional demand or notice from the Judicial Council. Each monthly installment of the License Fee shall be made payable to: The State of California, Judicial Council, and sent to:

Judicial Council
Attn: Branch Accounting and Procurement
455 Golden Gate Avenue, 6th Floor
San Francisco, California 94102-3688

and shall reference Facility No. "19-AM1." If the License Fee or the Back Fee Payment are not received by the Judicial Council within 10 days following the date that the License Fee or Back Fee Payment are due, then in addition to such License Fee or Back Fee Payment, Licensee shall promptly deliver to the Judicial Council a late fee equal to five percent (5%) of the License Fee or Back Fee Payment, or \$50, whichever amount is greater.

# 8. Conditions.

- a. Compliance. Any use made of the Premises and any construction, maintenance, repair, or other work performed thereon by the Licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the Judicial Council. Licensee's use of the Premises shall at all times be subject and subordinate to those necessary uses of the Court. Licensee shall ensure its activities do not interfere with the carrying on of the business of the Court.
- Improvements. The Licensee will not make any improvements or alterations of any kind to the Premises or the Property, including the placement or construction on, over, or under any part of the Property of any permanent structure, fixture, or installation of any kind, size, or character whatsoever, without the prior written approval of the Judicial Council, which approval will be given or withheld in the sole discretion of the Judicial Council. Licensee shall make any improvements or alterations to the Premises that are approved by the Judicial Council in compliance with law and at the Licensee's sole cost and expense. Unless otherwise agreed in writing by Licensee and the Judicial Council, all improvements or alterations to the Premises that are approved by the Judicial Council and made by the Licensee will be the property of the Judicial Council and will remain in and a part of the Premises when Licensee vacates the Premises. If Licensee and the Judicial Council agree that Licensee shall or may at any time remove any Judicial Councilapproved improvements or alterations from the Premises, all costs and expenses associated with the removal of those improvements or alterations will be the sole responsibility of Licensee, including the cost to repair any damage done to the Premises or the Property in Improvements or alterations to the removing those improvements and alterations. Premises or the Property that are not approved by the Judicial Council, but that are nevertheless installed by or on behalf of the Licensee, may be removed by the Judicial Council at the Licensee's sole expense, including any costs associated with repair of any damage done to the Premises or the Property in removing those improvements or alterations. Unless previously approved in writing by the Judicial Council, Licensee shall not (i) post signs or banners on any part of the Premises or the Property, or (ii) alter any

existing structures or improvements in or on the Premises or the Property, or (iii) install stakes, poles, or other materials of any kind into any hardscape or landscape on the Property.

- c. "AS-IS." The Premises are licensed to Licensee in their "AS-IS" condition and the Judicial Council has no obligation to Licensee for maintenance, repair, improvement, or alteration of or to the Premises or the Property during the period of Licensee's occupancy of the Premises.
- d. Laws and Regulations. In the exercise of any privilege granted by this License, the Licensee shall comply with all applicable federal, state, and local laws, and the rules, orders, regulations, and requirements of governmental departments and bureaus. The Licensee must also comply with all Judicial Council rules and regulations relating to the use of the Premises and the Property that are provided to Licensee.
- e. Operation. The Licensee shall confine its activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from (i) marring or impairing the appearance of the Property, (ii) obstructing access to the Premises or Property or any area or space within the Premises or Property, (iii) interfering with the transaction of Court or County business in, or the convenience of the public in accessing and using, the Premises or Property, (iv) jeopardizing the safety or security of persons or property on or in the Property, or (v) causing justifiable public criticism of Licensee's activities conducted in the Premises or on the Property. Licensee shall at all times maintain the Premises in a clean, sanitary, and orderly condition satisfactory to the Judicial Council.
- f. Security/Access. The Licensee will at all times comply with all security access and screening requirements in effect at the Property. The Licensee will have no access to any area within the Property that is either connected to or contains confidential records or information including, but not limited to, Court files, the California Law Enforcement Telecommunications System, the Criminal Offender Records Information, and the Department of Motor Vehicles computer database.
- g. *Insurance*. The Licensee will, at all times during the period of Licensee's occupancy of the Premises, provide and maintain, at its sole expense, insurance of the type and with coverage amounts set forth in Exhibit "B," which is attached to and made a part of this License.
- h. Damage. Licensee shall not damage, destroy, or displace any part of the Property or any personal property for which the Judicial Council, or the Court is responsible in the exercise of the privilege granted by this License without the prior written consent of the Judicial Council and the express agreement of the Licensee to promptly replace, return, repair, and restore the Property or any such personal property to a condition satisfactory to the Judicial Council.

# i. Indemnification.

The Licensee shall and hereby does indemnify, defend (with counsel satisfactory to the Judicial Council), and save harmless the Judicial Council, the Court, and their respective judicial officers, employees, and agents, from and against any and all liability, damages, attorney fees, costs, expenses, or losses of any kind whatsoever, including without limitation, damages related to decreases in the value of the Property and claims for damages or decreases in the value of any adjoining property, court costs, penalties, fines, liens, judgments, consultants' fees, investigation and remediation costs, and other expenses of every kind asserted against or incurred by the Judicial Council, and/or the Court, directly or indirectly arising from or related to the exercise by the Licensee, its officers, employees, agents, or invitees, of the privilege granted by this License, its or their use of the Premises or the Property, or any other act or omission of the Licensee, including from any failure by Licensee to comply with the terms of this License ("Indemnified Loss"). The Licensee's obligation to defend will commence immediately upon the assertion of any claim or demand for an Indemnified Loss by or against the Judicial Council, or the Court that is tendered to Licensee, shall apply to any claim that actually or potentially falls within the coverage of this indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, and will continue at all times after such tender until each such claim is fully and finally resolved. Notwithstanding the foregoing, this indemnity shall not apply to those losses solely and directly caused by the gross negligence or willful misconduct of the Judicial Council, or the Court, or their respective officers, employees or agents. Licensee's indemnification and defense obligations under this section 7.i. shall survive the termination or expiration of this License.

- j. Storage. Any property of the Court, the Judicial Council, or their respective judicial officers, employees, or agents, that must be removed to permit exercise of the privilege granted by this License shall be stored, relocated, or removed from the Premises, and returned to their original location upon termination of the Term of this License, at the sole cost and expense of the Licensee, as directed by the Judicial Council.
- k. Licensee's Personal Property. The Licensee will be solely responsible for any risk of loss, damage to, or destruction of the Licensee's personal property located within the Premises or otherwise on the Property. Judicial Council shall not be responsible for any damage to or destruction of any personal property of Licensee, its employees or invitees, or for any compensation or claim for inconvenience, loss of business, or annoyance arising from the Licensee's loss of use of the Premises or any such personal property. Any property of the Licensee installed or located on the Premises must be removed promptly upon expiration, termination, or abandonment of this License. Any property of the Licensee not removed within that time may be removed, stored, or disposed of by the Judicial Council at the expense of the Licensee.

- l. Expense. Any cost, expense, or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License shall be assumed and discharged by Licensee.
- m. Future Requirements. In addition to the terms of this License, the Judicial Council shall have the right to impose reasonable rules and requirements for use of the Premises and/or the Property from time to time, and the Licensee shall promptly and continuously comply with any such further rules and requirements as the Judicial Council may hereafter impose and deliver to Licensee.
- n. Attempted Variations. There shall be no variation or departure from the terms of this License without the prior written consent of the Judicial Council.
- o. Surrender. Upon the termination of this License, the Licensee shall surrender the Premises to the Judicial Council in the same condition as the Premises were in when received by Licensee on the Commencement Date (ordinary wear and tear excepted), free from hazards, and clear of all debris. At such time, the Licensee shall remove all of its property from the Property, except as otherwise provided in section 8.b. of this License or as otherwise agreed in writing by the Judicial Council and the Licensee.
- p. Notices. Any notices required or permitted to be given under the terms of this License must be in writing and may be: (i) personally delivered; (ii) mailed by depositing such notice in the United States mail, first class postage prepaid; or (iii) sent by reputable overnight delivery service, addressed as follows or to such other place as each Party hereto may designate by subsequent written notice to the other Party:

If to the Judicial Council:

Judicial Council of California

Real Estate and Facilities Management Attention: Associate Facilities Analyst 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102-3688

Voice: 415-865-4068 Fax: 415-865-4694

With a copy to:

Judicial Council of California

Real Estate and Facilities Management Attention: Manager, Real Estate

455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102-3688

Voice: 415-865-4048 Fax: 415-865-4694

In addition, all notices by the Licensee relating to termination of this Agreement or an alleged breach or default by the Judicial Council of this License must also be sent to:

Judicial Council of California Branch Accounting and Procurement Attention: Manager, Contracts 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688

Voice: 415-865-7989 Fax: 415-865-4326

If to the Licensee:

Downey Unified School District Attention: Christina Aragon

11627 Brookshire Avenue
Downey, CA 90241

Voice: (562) 469-6520 Fax: (562) 469-6515

# 9. Rules of Conduct on the Property.

a. No Disturbances. The Licensee, its employees and invitees, shall refrain from disorderly conduct, or conduct that creates loud and unusual noises or unpleasant odors, or that obstructs the customary use of the common areas of the Property, including entrances, exits, foyers, corridors, offices, elevators, stairways, and parking lots, or that otherwise impedes or disturbs (i) Court judges, staff, or jurors in the performance

of their duties, or (ii) members of the public in transacting business or obtaining services provided on the Property, or (iii) other occupants of the Property, their employees and invitees, from accessing or using the Property.

- b. *No Gambling*. The Licensee, its employees and invitees, shall refrain from conducting or participating in games for money or other personal property, the operation of gambling devices, the conduct of a lottery or pool, or the selling or purchasing of lottery tickets at, on, or in the Property.
- c. Drug and Alcoholic Beverage Free Environment. The Licensee will not knowingly permit any person under the influence of an alcoholic beverage or any non-prescribed drug that has been defined by the state or federal government as a "controlled substance" to enter upon the Property. The possession, sale, or use of any "controlled substance" or alcoholic beverage (except when permitted by law) on the Property is prohibited.
- d. No Weapons and Explosives. The Licensee, its employees and invitees, while on the Property is prohibited from carrying firearms, other dangerous or deadly weapons, or explosives, either openly or concealed, and from storing any such weapons or explosives on or within the Property, except for permitted official purposes.
- e. *No Smoking*. Smoking shall not be permitted on the Premises at any time, and Licensee, its employees and invitees shall additionally comply with all applicable laws and ordinances regarding smoking in the vicinity of all entrances to the Property.

## General Provisions.

- a. No Assignment. This License is personal to Licensee. Licensee shall not assign or otherwise transfer this License or any rights, privileges, or obligations hereunder to any other person or entity, nor shall the Licensee permit the use of any portion of the Premises by others without the prior written consent of the Judicial Council, which consent will be given or withheld by the Judicial Council in its sole discretion.
- b. Anti-Discrimination. The Licensee shall comply with all applicable federal and California laws relating to discrimination against employees or members of the public because of race, color, ancestry, national origin, religious creed, disability, or sexual orientation, including, but not limited to, the California Unruh Civil Rights Act, the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.
- c. Governing Law. This License is governed by and will be construed in accordance with the laws of the State of California without regard to its conflict of law provisions.
- d. License Temporary in Nature. The Licensee agrees that the rights herein are of a temporary, exclusive, non-possessory nature and in no event will this

License or any memorandum of this License be recorded with the County Recorder's Office, nor will the Licensee have a claim to any right or interest in the Premises or the Property other than as specifically provided for in this License.

- e. Relationship of the Parties. The Licensee and the Judicial Council hereby confirm and agree that, in performing their respective obligations and exercising their respective rights under this License, each Party is at all times an independent contractor with respect to the other Party, and that no relationship of employer-employee, partnership, or joint venture is created by this License between Licensee and any of the State, the Judicial Council or the Court. Neither Licensee nor the Judicial Council, nor any other person or entity performing services on behalf of either Party pursuant to this License, will have any right or claim against the other Party under this License for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave, or any other employee benefits of any kind or nature whatsoever. Each Party is responsible to provide and maintain its own workers' compensation insurance covering its own employees, and neither Party will have any liability or responsibility for workers' compensation insurance coverage for employees of the other Party.
- f. Certification of Authority to Execute this License. The Licensee and the Judicial Council each certifies that the individual(s) signing this License on its behalf has authority to execute this License on its behalf and may legally bind it to the terms and conditions of this License and all exhibits attached hereto.
- g. No Relocation Assistance. The Licensee acknowledges that upon any termination of this License, Licensee is not entitled to any relocation payment or advisory assistance of any type from the State of California, the Judicial Council, or the Court.
- h. Possessory Interest. Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that the Licensee may be subject to the payment of property taxes levied on such interest.
- i. Severability. If any term, provision, covenant, or restriction in this License is determined to be invalid, void, unenforceable, or otherwise inconsistent with applicable law, the remainder of the terms, provisions, covenants and restrictions of this License will remain in full force and effect and will in no way be affected, impaired, or invalidated. It is hereby stipulated and declared to be the intention of the Licensee and the Judicial Council that they would have executed the remaining terms, provisions, covenants, and restrictions set forth in this License without including any of such terms, provisions, covenants, or restrictions that may be hereafter declared invalid, void, or unenforceable.

# ACCEPTED AND AGREED TO:

LICENSEE:	LICENSOR:
DOWNEY UNIFIED SCHOOL DISTRICT	JUDICIAL COUNCIL OF CALIFORNIA,
By:	By: Name: Stephen Saddler Title: Manager, Contracts Date:
	APPROVED AS TO FORM: Judicial Council of California, Legal Services
	By: Name: Kristin Kerr Title: Attorney Date:

Facility No:

19-AM1

Facility Name: Downey Courthouse

Facility Address: 7500 East Imperial Highway, Downey, CA 90242

## **EXHIBIT "A"**

# INSURANCE REQUIREMENTS

#### General Requirements. 1.

- a. During the period of time the Licensee occupies or uses space at or in the Property, Licensee will maintain, or cause to be maintained, insurance issued by an insurance company or companies that are rated "A-VII" or higher by A. M. Best's key rating guide, and are approved to do business in the State of California. Licensee's obligation to provide the insurance may be satisfied in whole or in part, by any self-insurance or deductible maintained by Licensee, or by participation in a joint powers authority established for the purpose of pooling self-insured claims.
- b. If the insurance requirements of this Exhibit B are satisfied by commercial insurance or participation in a joint powers authority then before commencement of its use, Licensee will provide the Judicial Council with certificates of insurance, on forms acceptable to the Judicial Council, as evidence that all required insurance is in full force and effect. certificates of insurance must clearly indicate the following:
- That the State of California ("State"), Judicial Council of i. California ("Judicial Council"), Superior Court of California, County of Los Angeles ("Court") and the County of Los Angeles ("County"), including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any, have been added as additional insureds on the insurance policy being referenced; but only with respect to liability assumed by Licensee under the terms of this Agreement.
- That the insurance policy being referenced will not be ii. materially changed or cancelled without 30 days notice to the Judicial Council; and
- That the insurance policy being referenced is primary and noniii. contributing with any insurance, self-insurance, or other risk management program maintained by the State, Judicial Council, Court or County, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents, if any.
  - The Certificates of Insurance shall be addressed as follows: iv.

If to the Judicial Council:

Judicial Council of California Capital Program 455 Golden Gate Avenue, 8th Floor San Francisco, CA 94102-3688 Attn: Risk Quality and Compliance

Fax: 415-865-7524

- v. That the Licensee and its insurers providing the insurance contracts being referenced waive any right of subrogation or recovery they may have against any of the State, Judicial Council, County, or Court, including their respective elected and appointed officials, judges, subordinate judicial officers, officers, employees, and agents for loss or damage to the Premises.
  - c. If the Licensee is self-insured for the risks otherwise covered by the required insurance policies, the Licensee will provide the Judicial Council, in a manner acceptable to the Judicial Council, written evidence of financial responsibility for the financial consequences resulting from an indemnified loss as provided for under Section 7.i of this License.
- 2. <u>Insurance Requirements</u>. Before the commencement of the use of the Property authorized by the terms of this License, Licensee will furnish to the Judicial Council verification that the following insurance is in force:
- a. Commercial General Liability. Commercial General Liability Insurance written on an occurrence form with limits of not less than \$1,000,000 per occurrence, and a \$1,000,000 per location annual aggregate. Each policy must include coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance must apply separately to each insured against whom a claim is made or lawsuit is brought, subject only to the insurance policy's limit of liability.
- b. Commercial Automobile Liability. When an automobile is used in connection with the use of the Property, Automobile liability insurance with limits of not less than \$500,000 per accident. Such insurance must cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles, assigned to or used in connection with this License.



II. 70. APPROVE the increase to Purchase Order #PO2W-2\*461 for additional architectural services for the Griffiths Middle School Modernization Project, with LPA, Inc., Irvine, in the increased amount of \$18,900.00, to be charged to Measure O Bond Funds.

# **Supporting Documents**



scan0334

## DOWNEY UNIFIED SCHOOL DISTRICT

## **Business Services**

DATE:

November 10, 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:

GRIFFITHS MIDDLE SCHOOL MODERNIZATION - CULINARY AND

BAND CLASSROOM REVISIONS

# **ACTION ITEM**

Board of Education approval is requested to increase Purchase Order #PO2W-2\*461 for additional architectural services for the Griffiths Middle School Modernization project.

The current project budget for this project is \$2,885,092.00, and this increase is still within the current project budget.

The increase associated with this change is \$18,900.00.

## SUPERINTENDENT'S RECOMMENDATION:

APPROVE the increase to Purchase Order #PO2W-2\*461 for additional architectural services for the Griffiths Middle School Modernization Project, with LPA, Inc., Irvine, in the increased amount of \$18,900.00, to be charged to Measure O Bond Funds.



II. 71. ACCEPT and APPROVE the use of the Hemet Unified School District Bid #FAC 2020-08, School Furnishings, Office Furnishing & Accessories, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the anticipated annual amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an as-needed basis with the same advantages, terms and conditions.

# **Supporting Documents**



scan0335

#### **Business Services**

DATE:

November 10, 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:

PIGGYBACK BID FOR CLASSROOM AND OFFICE FURNITURE -

HEMET UNIFIED SCHOOL DISTRICT

#### **ACTION ITEM**

Board of Education approval is requested to accept and approve, where appropriate, the use of a piggyback bid by and between the Hemet Unified School District and Office & Ergonomic Solutions, Inc., Rancho Cucamonga, for the purchase of classroom and office furniture as needed.

The use of this bid, which has been awarded by the Hemet Unified School District, will allow the District to take advantage of bid pricing for various brands of school and office furniture, without having to go through the lengthy and costly process of formal advertised bidding.

This bid is valid through March 10, 2021.

#### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Hemet Unified School District Bid #FAC 2020-08, School Furnishings, Office Furnishing & Accessories, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the anticipated annual amount of \$500,000.00, with no guarantee that this amount will be met or exceeded, to purchase classroom and office furniture on an asneeded basis with the same advantages, terms and conditions.



II. 72. ACCEPT and APPROVE the use of the Foundation for California Community Colleges Master Agreement #CB 16-203 for medical supplies and equipment from Laerdal Medical Corporation, Wappingers Falls, New York, in an amount not to exceed \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for miscellaneous medical supplies and/or equipment with the same advantages, terms and conditions.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

PIGGYBACK BID FOR MEDICAL SUPPLIES AND EQUIPMENT AS

NEEDED FROM LAERDAL MEDICAL CORPORATION

#### **ACTION ITEM**

Board of Education approval is requested to accept and utilize, where appropriate, a Master Agreement between the Foundation for California Community Colleges (FCCC) and Laerdal Medical Corporation for the purchase of medical equipment and supplies for instructional programs as needed by the District.

The use of this agreement will allow the District to take advantage of large volume discounts. The agreement has already been competitively bid for use by public agencies within the state of California and is valid through March 14, 2021.

#### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Foundation for California Community Colleges Master Agreement #CB 16-203 for medical supplies and equipment from Laerdal Medical Corporation, Wappingers Falls, New York, in an amount not to exceed \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for miscellaneous medical supplies and/or equipment with the same advantages, terms and conditions.



II. 73. ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070P with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Vector Resources, Inc., in the anticipated amount of \$50,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

CALIFORNIA MULTIPLE AWARD SCHEDULE CONTRACT FOR

INFORMATION TECHNLOLGY GOODS AND SERVICES - VECTOR

RESOURCES, INC.

#### **ACTION ITEM**

Board of Education approval is requested to accept and utilize, where appropriate, a California Multiple Award Schedule (CMAS) contract for the purchase of various information technology items and services for purchase and installation at schools and offices throughout the District.

The State of California approves the use of the California Multiple Award Schedule (CMAS) program by local public agencies for both information technology products and services and non-information technology commodity products. The Los Angeles County Office of Education also allows the use of CMAS pricing in lieu of the formal bidding requirement. The use of this contract will allow the Downey Unified School District to take advantage of District approved information technology items and related services without having to invest in the lengthy and costly process of advertised bidding. Items will be ordered through the local authorized distributor, Digital Networks Group, Inc., Lake Forest.

The contract is valid through July 31, 2023.

#### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the California Multiple Award Schedule (CMAS) Contract #3-19-70-2070P with the State of California and Digital Networks Group, Inc., Lake Forest, by the Downey Unified School District on an as needed basis to fill orders for Vector Resources, Inc., in the anticipated amount of \$50,000.00, with no guarantee that this amount will be met or exceeded, for the purchase of information technology goods and services with the same advantages, terms and conditions.



II. 74. ACCEPT and APPROVE the use of the State of Utah Master Agreement #MA152, in conjunction with the National Association of State Procurement Officials (NASPO), with Cellco Partnership, dba Verizon Wireless, by the Downey Unified School District on an as-needed basis, in the estimated amount of \$20,000.00, with no guarantee that this amount will be met or exceeded, to provide wireless communications solutions, equipment, and supplies, with the same advantages, terms and conditions.

6

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

PIGGYBACK CONTRACT FOR WIRELESS, DATA, VOICE AND

ACCESSORIES WITH THE STATE OF UTAH

#### **ACTION ITEM**

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback master agreement for the purchase of wireless, data, voice and accessory items for District cellular telephone services, which was awarded to Cellco Partnership, dba Verizon Wireless, by the State of Utah, in conjunction with the National Association of State Procurement Officials (NASPO) on August 12, 2019.

The use of this formally solicited contract will enable the District to obtain state-of-the art technology-related equipment and/or services at special rates, without having to go through the time-consuming process of formal bidding, evaluation and award by the District.

This contract will be used by the District to cover such items as wireless voice and data services, equipment items and related supplies and services.

The current renewal is valid through August 11, 2024.

#### SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the State of Utah Master Agreement #MA152, in conjunction with the National Association of State Procurement Officials (NASPO), with Cellco Partnership, dba Verizon Wireless, by the Downey Unified School District on an as-needed basis, in the estimated amount of \$20,000.00, with no guarantee that this amount will be met or exceeded, to provide wireless communications solutions, equipment, and supplies, with the same advantages, terms and conditions.



II. 75. ACCEPT as complete RFP/Q #2016/2017-03, Advanced Energy Storage Systems, with Engie Storage NA, LLC, Santa Clara, in the final amount of \$4,883,120.00, to be charged to the General Fund; 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.

**Supporting Documents** 



#### **Business Services**

DATE:

November 10, 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: ADVANCE ENERGY STORAGE SYSTEMS

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete RFP/Q #2016/2017-03 for advanced battery energy storage systems with Engie Storage NA, LLC, which received authorization to award at the meeting of August 8, 2018.

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 RFP/Q #2016/2017-03, Advanced Energy Storage Systems, with Engie Storage NA, LLC, Santa Clara, in the final amount of \$4,883,120.00, to be charged to the General Fund, 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.



II. 76. ACCEPT as complete Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the final amount of \$24,922,813.59, to be charged to the Measure O Bond Fund; 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.

## **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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 to accept as complete Bid #16/17-11 for the modernization and new construction at Stauffer Middle School, which received authorization to award at the meeting of June 6, 2017.

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 #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the final amount of \$24,922,813.59, to be charged to the Measure O Bond Fund, 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.



II. 77. ACCEPT as complete Bid #19/20-04, Replacement of Gymnasium Roof at Warren High School and Building "L" at Columbus High School, with Chapman Coast Roof Co., Inc., Fullerton, in the final amount of \$329,983.00, to be charged to 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.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

ROOF REPLACEMENT AT WARREN AND COLUMBUS HIGH

SCHOOLS

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete Bid #19/20-04 for the replacement of the gymnasium roof at Warren High School and the roof on Building "J" at Columbus High School, which received authorization to award at the meeting of June 9, 2020.

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 #19/20-04, Replacement of Gymnasium Roof at Warren High School and Building "L" at Columbus High School, with Chapman Coast Roof Co., Inc., Fullerton, in the final amount of \$329,983.00, to be charged to 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.



II. 78. ACCEPT as complete the exterior painting of Rio Hondo Elementary School, against Bid #19/20-08, with AJ Fistes Corporation, Long Beach, in the final amount of \$88,300.00, to be charged to 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.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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: PAINTING OF RIO HONDO ELEMENTARY SCHOOL

# **ACTION ITEM**

Board of Education approval is requested to accept as complete the exterior painting of Rio Hondo Elementary School against Bid #19/20-08, which received approval to award at the meeting of April 21, 2020.

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 the exterior painting of Rio Hondo Elementary School, against Bid #19/20-08, with AJ Fistes Corporation, Long Beach, in the final amount of \$88,300.00, to be charged to 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.



II. 79. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-89, to provide door inspection/troubleshooting services at Stauffer Middle School, with Miner, LTD, Bellflower, in the final amount of \$1,053.52, to be charged to Restricted 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.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

DOOR INSPECTION SERVICES AT STAUFFER MIDDLE SCHOOL

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-89 to provide door inspection/troubleshooting services at Stauffer Middle School, which received approval at the meeting of August 18, 2020.

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 Agreement for Construction Services (Small Projects) No. 202021-89, to provide door inspection/troubleshooting services at Stauffer Middle School, with Miner, LTD, Bellflower, in the final amount of \$1,053.52, to be charged to Restricted 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.



II. 80. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-109, to furnish and install a swing gate, panel, and square post at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$4,150.00, to be charged to Restricted 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.

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# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

INSTALLATION OF SWING GATE, PANEL, AND POST AT WARREN

HIGH SCHOOL

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-109 to furnish and install a swing gate, panel, and square post at Warren High School, which received approval at the meeting of August 18, 2020.

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 Agreement for Construction Services (Small Projects) No. 202021-109, to furnish and install a swing gate, panel, and square post at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$4,150.00, to be charged to Restricted 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.



II. 81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-127, to install black vinyl fence covering and new slide gate at Pace School, with McCullah Fence Co., Bell Gardens, in the final amount of \$3,245.00, to be charged to Restricted 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.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

INSTALLATION OF BLACK VINYL COVERING AND SLIDE GATE AT

PACE SCHOOL

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-127 to install a black vinyl fence cover and a new slide gate at Pace School, which received approval at the meeting of September 1, 2020.

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 Agreement for Construction Services (Small Projects) No. 202021-127, to install black vinyl fence covering and new slide gate at Pace School, with McCullah Fence Co., Bell Gardens, in the final amount of \$3,245.00, to be charged to Restricted 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.



II. 82. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-128 for tree trimming services at Ward Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$7,800.00, to be charged to Restricted 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.

## **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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:

TREE TRIMMING AT WARD ELEMENTARY SCHOOL

#### **ACTION ITEM**

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-128 for tree trimming services at Ward Elementary School, which received approval at the meeting of September 1, 2020.

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 Agreement for Construction Services (Small Projects) No. 202021-128 for tree trimming services at Ward Elementary School with George's Tree & Landscape Service, Downey, in the final amount of \$7,800.00, to be charged to Restricted 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.



II. 83. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

# **Supporting Documents**



#### **Business Services**

DATE:

November 10, 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 Human	Jul-18	Jul-20	-	>		2012/2013 Term Employee Paperwork Permanent & Substitutes	Nov-20	Shred Confidential
Certificated Human	Jul-18	Jul-20	8	z		2012/13 Certificated Employee Paperwork	Nov-20	Shred Confidential
Certificated Human	Jul-18	Jul-20	3	z		2013-14 & 2014-15 P.O.'s	Nov-20	Shred Confidential
Certificated Human	Jul-18	Jul-20	က	z		2012-13 Termed Sub's Paperwork	Nov-20	Shred Confidential
Certificated Human	Mar-17	Mar-20	3	z		2014-15 Interview Docs.	Nov-20	Shred Confidential
Certificated Human	Mar-17	Mar-20	3	z		2014-15 Interview Docs.	Nov-20	Shred Confidential
Certificated Human	Mar-17	Mar-20	က	z		2014-15 Interview Docs.	Nov-20	Shred Confidential
Certificated Human	Mar-17	Mar-19	က	z		2014-15 Interview Docs.	Nov-20	Shred Confidential
Educational	Jun-17	Jul-20	-	>		Downey HS class of 2017 Immunization Cards	Nov-20	Shred Confidential
Food Services	Jul-17	Jul-20	e	z		2016-17 Meal Applications HH#1 - 36999	Nov-20	Shred Confidential
Food Services	Jul-17	Jul-20	ю	z		2016-2017 Meal Applications HH#37000 - 38447, Copies returned Apps., Problem apps., Verification, DCRT/Homeless/ Foster Lists	Nov-20	Shred Confidential
Food Services	Jun-18	Jul-20	ю	z		2017-2018 Meal Applications HH #1 - 40002	Nov-20	Shred Confidential
Food Services	Jun-18	Jul-20	б	z		2017-2018 Verification Packets, Homeless List, Foster Lis & DCRT Lits	Nov-20	Shred Confidential
Secondary	Aug-18	Jul-20	ю	z		Physical Fitness Test Results 2013-2014	Nov-20	Shred Confidential
Secondary	Aug-18	Jul-20	Е	z		Physical Fitness Test Results 2016-2017	Nov-20	Shred Confidential
Secondary	Aug-18	Jul-20	ε	z		Physical Fitness Test Results 2017	Nov-20	Shred Confidential
Secondary	Aug-18	Jul-20	8	z		Physical Fitness Test Results 2014-15 & 2015-16	Nov-20	Shred Confidential
Special Education	Nov-12	Nov-19	ю	z		Home Instruction Paperwork from Mary Helen	Nov-20	Shred Confidential
Special Education	Jul-14	2020	-	>		Special Education Closed Student Records Birthdate 1991 - 1995	Nov-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box#	Contents	Destroy- Date	Destroyed by:
Special Education	Jul-14	2020	-	>		Special Education Closed Student Records Birthdate 1992 - 1995	Nov-20	Shred Confidential
Special Education	Jul-15	2020	-	<b>\</b>		Special Education Closed Student Records Birthdate 1997	Nov-20	Shred Confidential
Special Education	Aug-15	Jun-20	3	z	3765	SLP Notes 2013-2015	Nov-20	Shred Confidential
Special Education	Jun-15	Jun-20	3	z	3765	SLP Notes 2013-2015	Nov-20	Shred Confidential
Special Education	Apr-15	Apr-18	3	z	3690	LEA Audit Files for 2012 -13	Nov-20	Shred Confidential
Special Education	Oct-13	Oct-18	ε	z	3538	LEA Audit Files for FY 2012-13	Nov-20	Shred Confidential
Special Education	Apr-15	Apr-19	ဗ	z	3691	LEA Audit Files for FY 2012-13	Nov-20	Shred Confidential
Special Education	Jun-15	Jun-20	ო	z	3763	LEA Audit Files, Medi-Cal Warrants FY 2013-14 & 2014-15	Nov-20	Shred Confidential
Special Education	Jun-04	60-unf	-	>		Special Education Closed Student Records Birthdate 1986 H - O	Nov-20	Shred Confidential
Special Education	Jul-05	Jul-10	-	z		Special Education Closed Student Records Birthdate 1987 D - F	Nov-20	Shred Confidential
Special Education	Jun-07	Jul-12	-	>		Special Education Closed Student Records Birthdate 1988 A - Aguillon, Roxanna	Nov-20	Shred Confidential
Special Education	70-unr	Jul-12	-	>		Special Education Closed Student Records Birthdate 1988 Bocanegra - Casares	Nov-20	Shred Confidential
Special Education	70-unf	Jul-12	-	>-		Special Education Closed Student Records Birthdate 1988 Castaneda - Curlis	Nov-20	Shred Confidential
Special Education	Jun-07	Jul-12	-	>-		Special Education Closed Student Records Birthdate 1988 Flatebo - Garcia, Giovanni	Nov-20	Shred Confidential
Special Education	Jun-07	Jul-12	~	>		Special Education Closed Student Records Birthdate 1988 Guebely - Guzonatto	Nov-20	Shred Confidential
Special Education	70-unf	Jul-12	-	>-		Special Education Closed Student Records Birthdate 1988 Garcia, Jaime - Greene	Nov-20	Shred Confidential
Special Education	70-unf	Jul-12	-	>		Special Education Closed Student Records Birthdate 1988 Hajjahmadi - Hernandez	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	-	>-		Special Education Closed Student Records Birthdate 1989 Banles - Briseno	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Castellanos - Guzman	Nov-20	Shred Confidential
Special Education	30-lnL	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Dominguez - Flanagan	Nov-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroyed by:
Special Education	90-Inr	Jul-13	-	<b>\</b>		Special Education Closed Student Records Birthdate 1989 Gaonzalez - Harros	Nov-20	Shred Confidential
Special Education	3ul-08	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Harvey - Hemandez	Nov-20	Shred Confidential
Special Education	30-lnC	Jul-13		>		Special Education Closed Student Records Birthdate 1989 Gleason - Gonzales	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	<b>X</b>	<b>*</b>		Special Education Closed Student Records Birthdate 1989 Hickey - Jennings	Nov-20	Shred Confidential
Special Education	Aug-08	Jul-13	-	>		Special Education Closed Student Records Birthdale 1989 Hernandez - Newman	Nov-20	Shred Confidential
Special Education	Dec-08	Dec-13	-	>		Special Education Closed Student Records Birthdate 1989 Klaparda - Lambert	Nov-20	
Special Education	Aug-08	Jul-13	~	>		Special Education Closed Student Records Birthdate 1989 Lopez - Lugo	Nov-20	Shred Confidential
Special Education	Aug-08	Jul-13	~	>		Special Education Closed Student Records Birthdate 1989 Mac - Miesen	Nov-20	Shred Confidential
Special Education	Aug-08	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 McAdory - Macias	Nov-20	Shred Confidential
Special Education		Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Melendez - Muneton	Nov-20	Shred Confidential
Special Education	Aug-08	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Munguia - Newburn	Nov-20	Shred Confidential
Special Education	30-InC	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Nicholas - Perez, Jose	Nov-20	Shred Confidential
Special Education	Aug-08	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 Nunez - Thomas	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	-	>-		Special Education Closed Student Records Birthdate 1989 Ramirez - Rodriguez, L.	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	-	>-		Special Education Closed Student Records Birthdate 1989 VandenBerge - Whisler	Nov-20	Shred Confidential
Special Education	30-Inf	Jul-13	-	>		Special Education Closed Student Records Birthdate 1989 White - Z	Nov-20	Shred Confidential
Special Education	Aug-08	Aug-13	-	>		Special Education Closed Student Records Birthdate 1989 Sandoval - Z (overflow)	Nov-20	Shred Confidential
Special Education	Aug-14	Aug-19	_	>		Special Education Closed Student Records Birthdate 1995 Domingues, Abree - Portillo, Gile (overlow)	Nov-20	Shred Confidential
Special Education	Sep-14	Sep-19	-	>		Special Education Closed Student Records Birthdate 1995 Castro, Miguel - Sanchez, Leonardo (overlow)	Nov-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box#	Contents	Destroy- Date	Destroyed by:
Special Education	Sep-15	Sep-20	-	>		Special Education Closed Student Records Birthdate 1996 Pelayo , R Perez, Matthew	Nov-20	Shred Confidential
Special Education	Sep-15	Sep-20	-	>		Special Education Closed Student Records Birthdate 1996 Prather, B Rangel A.	Nov-20	Shred Confidential
Student Services	Jun-18	Jun-21	e e	z		Guardianship Packets 2016-17	Nov-20	Shred Confidential
Student Services	Jun-18	Jun-20	e	z		2016-2017 Short Term Independent Study	Nov-20	Shred Confidential
Student Services	Jun-14	Jun-21	e	z		2012-13 SARB Records P - Z	Nov-20	Shred Confidential
Student Services	Jun-19	Jun-21	т	z		2018-19 Law Office Records Request / 2018-19 Records Request	Nov-20	Shred Confidential
Student Services	Jun-19	Jun-20	п	z		2017-2018 Long Term Independent Study & Drop Grade	Nov-20	Shred Confidential
Student Services	Jun-18	Jun-20	т	z		2016-17 Long Term Independent Study/Payroll Long and Short	Nov-20	Shred Confidential
Student Services	Jul-19	Jun-20	ю	z		Home Visits 2016/2017 & 2017/201 - Jayro	Nov-20	Shred Confidential
Student Services	Jul-14	Jun-17	က	z		2012-13 SARB Records A - M	Nov-20	Shred Confidential
Student Services	Jun-17	Jun-20	က	z		2015-2016 & 2016-2017 Inter Permits	Nov-20	Shred Confidential
Student Services	Jun-18	Jun-20	т	z		2016-17 Subpoenas & 2017-18 Intra Permits	Nov-20	Shred Confidential
Student Services	Jun-20	Jun-21	ო	z		2017-18 Long Q-Z & Short Term I.S.	Nov-20	Shred Confidential
Student Services	Jun-18	Jun-20	ಣ	z		2017-18 Records Request & 2017-18 Summer Withdrawals	Nov-20	Shred Confidential
Student Services	Jun-17	Jun-20	ဗ	z		2015-2016 Long Term (T-Z) and Short Ind Study (A-Z)	Nov-20	Shred Confidential
Student Services	Sep-15	Jun-20	က	z		2007-14 CSSA Forms/Misc.	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	ε	z		Pink Purchase Orders Fiscal Year 2014-2015 Anytime World/Anytime Products - Beynon Sports Surfaces, Inc	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	က	z		Pink Purchase Orders Fiscal Year 2014-2015 Dell - E-Zup Direct	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	е	z		Pink Purchase Orders Fiscal Year 2014-2015 Micah Mata - Office Depot	Nov-20	Shred Confidential

Department	Original Date of submission	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroyed by:
Purchasing	Jul-16	Jul-20	3	z		Pink Purchase Orders Fiscal Year 2014-2015 Office Dept - PLTW (Project Lead the Way)	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	က	z		Pink Purchase Orders Fiscal Year 2014-2015 Chiptole Mexican Grill - Dewalt Service Center	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	3	z		Pink Purchase Orders Fiscal Year 2014-2015 A - Antimite Pest Control	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	е	z		Pink Purchase Orders Fiscal Year 2014-2015 Gray Manufacturing - KUTA Software LLC	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	ю	z		Pink Purchase Orders Fiscal Year 2014-2015 Labyrinth Learning - M. Hara LawnMower Center	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	е	z		Pink Purchase Orders Fiscal Year 2014-2015 Facilities Protection Systems - Granitize Products, Inc	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	ю	z		Pink Purchase Orders Fiscal Year 2014-2015 Big Cermaic Store - Childtherapytoys.com	Nov-20	Shred Confidential
Purchasing	Jul-16	Jul-20	ю	z		Pink Purchase Orders Fiscal Year 2014-2015 Prudential Overall Supply - So Cal Office Technologies	Nov-20	Shred Confidential
Purchasing	May-17	Jul-20	ю	z		RFP # 2012/2013-01 Long Distance Voice Services RFP # 2013-2014-01 OC3/DS3Services or Functional Equivalent (E-Rate) Bid # 2009/2010-02 Trade Labor - Electricians (Annual Contract) 2009/2010-03 Trade Labor - Painters (Annual Contract)	Nov-20	Shred Confidential
Purchasing	Janury 2007	Jun-17	е	z		Bid #04/05-07 Unsworth Elem School Campus Expansion Bid #04/05-12 Unsworth Elem School Modernization	Nov-20	Shred Confidential
Instructional Support	Jul-15	Jul-20	е	z		Yellow enrollment forms for EO Students for 2013-14 School Year	Nov-20	Shred Confidential
Instructional Support	Jun-15	Jun-20	8	z		2014-15 SES Paperwork	Nov-20	Shred Confidential
Instructional Support	Jun-15	Jun-20	8	z		2014-15 SES Paperwork	Nov-20	Shred Confidential
Instructional Support	Jul-15	Jul-20	м	z		2011-12, 2012-13, 2013-14 Status change monthly CELDT Logs for sites, CELDT Testing Submitted Log, CELDT Logs by Site. DRM 2011-2014, 02012-13 AA/IA Combined Summary Reports from CELDT, Title I phone calls	Nov-20	Shred Confidential
Instructional Support	Jun-15	Jun-20	е	z		2014-15 SES Paperwork	Nov-20	Shred Confidential
Instructional Support	Jul-16	Jul-20	3	Z		2014-15 SES Invoices	Nov-20	Shred Confidential
Instructional Support	Jun-15	Jun-20	8	z	i a	2014-15 SES Paperwork	Nov-20	Shred Confidential

Department	Original Date Request to of submission Destroy-Date	Request to Destroy-Date	Classification	Scanned (Y/N)	Box #	Contents	Destroy- Date	Destroy- Destroyed bate by:
Instructional Support	Jul-15	Jul-20	ю	z		Yellow enrollment forms for EL Students for the 2013-14 School year, Secondary Schools (By School, Alpha by Grade Level)	Nov-20	Shred Confidential
Instructional Support	Jul-15	Jul-20	ю	z		Yellow enrollment forms for EL Students for the 2013-14 School year, Elementary Schools (By School, Alpha by Grade Level)	Nov-20	Shred Confidential
Student Services	Jun-17	Jun-20	3	z		2016-17 Intra Permits/Sp. Ed	Nov-20	Shred Confidential
Student Services	Jun-17	Jun-20	е	z		Guardianship Packets 2015-16 / Sp. Circum 2016- 17	Nov-20	Shred Confidential



II. 84. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

# **Supporting Documents**



# A. Employments (Temporary)

Employee Assignment Salary Rate Service
Begins

# ADDITIONAL HOURS - District, \$37.30 Per Hour, 2020-21 School Year

Bishop, Tanya Canham, Melissa Gamero, Jennifer Luevano, Marnie Neill, Leslie Ozima, Carole Toledo, Jennifer

# ADDITIONAL OFFICE HOURS - District, \$50.60 Per Hour, 2020-21 School Year

Ibarra Alvarez, Clotilde Kendall, Kevin Murray, Daniel Storey, Danielle Strain, Allison

# AFTER SCHOOL TUTORING - Stauffer, \$37.30 Per Hour, 2020-21 School Year

Maples, Sara

# <u>AFTER WORK COMMITTEE MEETING</u> – District, \$37.30 Per Hour, 2020-21 School Year

Aguirre, Sandra
Alberico, Lori
Alvarez, Jennifer
Anagnostou, Nikolina
Anderson, Diane
Atlas, Lucy
Barclay, Alyssa
Bliss, Julie
Blocker, Allison
Bomgaars, Jenalee
Brabb, Monica

# A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service
Begins

<u>AFTER WORK COMMITTEE MEETING</u> – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Breit, Susan

Bright, Lisa

Brooks, Kim

Buchanan, Patricia

Cabrales, Elizabeth

Castellanos, Shirley

Charlton, Stacie

Cho, Gina

Christian, Carrie-Anne

Cid. Deena

Colangelo, Kimberly

Conkle, Melanie

Coronel, Evelyn

Cox-Nichols, Trisha

Cunard, Jerilyn

Curcio, Heather

Davila, Michelle

Davis, Melissa

De Goeas, Elizabeth

De Matta, Sussan

De Moss, Cynthia

Dekker, Jenise

Esqueda, Laura

Ferrin, Denise

Fisher, Susan

Flores-Stendahl, Carmina

Franciosi, Laura

Freijanes, Wendy

Garcia, Griselda

Garcia, Nadia

Garcia, Valeria

Garefis, Georgia

Garrido, Stephanie

Gee, Deborah

# A. Employments (Temporary) (cont.)

1 marting of a			Service
Employee	Assignment	Salary Rate	Begins
Contract Con			

<u>AFTER WORK COMMITTEE MEETING</u> – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Geffre, Barbara

Gilbert-Kaho, Patricia

Gillespie, Heidi

Giunchini, Lisa

Gomez-Correa, Darlene

Gongora, Virginia

Gutierrez, Brittany

Gutierrez, Jillian

Halbmaier, Heidi

Hamilton, Stacie

Harbaugh, Kelly

Hooker, Nancy

Hughes, Tiffany

Huh, Julia

Hultner, Kathleen

Hunter, Kendra

Johnson, Tami

Kang, Diana

Kiess, Karen

King, Lisa

Kissell, Casey

Konegni, Robin

Kutzke, Cortny

La Commare-Epp, Heidi

Laguna, Anthony

Le Monnier, Mary

Lee, Denise

Litherland, Sheryl

Lo Bianco, Leslie

Lo Grande, Jennifer

Loera, Claudia

Lorberter, Rosanna

# A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

<u>AFTER WORK COMMITTEE MEETING</u> – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Lozano, Brandon

Maggio, Jill

Maiques, Beth

Martinez, Stacy

Martinez, Tracy

Mayer, Lucia

Mc Loughry, Amy

Miller-Willey, Amber

Mitchener, Lisa

Morris, Pamela

Mucho, Wendy

Munoz, Janet

Newman, Mark

Olea, Janice

Paredes, Alondra

Park, Kaitlyn

Pena, Elena

Penate, Raquel

Persico, Kelly

Potoma, Brenda

Ramos, Cecilia

Ramos, Karina

Rapoza, Holly

Reichwein, Cynthia

Riancho Del Bueno, Magali

Robles, Nadia

Rowe, Sara

Roybal, Ross

Ruiz, Elisa

Russell, Anne

Russell, Lee Ann

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

AFTER WORK COMMITTEE MEETING – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Russell Hernandez, Nicole

Samuelson, Jessica

Sanchez, Shelley

Sanchez, Stephanie

Schroeder, Christine

Seehusen, Sara

Selvanayagam, Kimberly

Serge, Aubrey

Serrato, Susana

Shearer, Mark

Shull, Carla

Silva, Amy

Simon, Melissa

Sullivan, Alicia

Swenson, Cheyenne

Tate, Susan

Teague-Piazza, Jennifer

Toay, Steven

Torres, Bethany

Ulaner, Max

Valladares, Jazmin

Vaters, Jaclyn

Veith, Lacey

Venegas, Michelle

Venegas, Rosalba

Ventura, Noelia

Verstegen, Kathleen

Waymack, Rebecca

Weed, Jennifer

Wilson, Kathryn

Yearsley, Julie

Yee, Judy

Ylauan, Krista

#### A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

AVID ADDITIONAL HOURS - District, \$37.30 Per Hour, 2020-21 School Year

Cohen, Kristofer Johnson, Nanette

BOOK DISTRIBUTION - \$37.30 Per Hour, 2021-20 School Year

Downey

Amaya, Alyssa

Beaver, George

Cabrera, Kevin

Gutierrez, Ruben

Hernandez-Pineda, Juan

Lostetter, Matthew

Medina, Ryan

Rodriguez, Eduardo

Rosales, Mario

Singh, Daniel

Williams, Steven

#### Warren

Ford, Stacey

Grigsby, Vincent

Gutierrez, Ruben

Hernandez-Pineda, Juan

Medina, Ryan

Mercado, David

Mojarro, Jenny

Rodriguez, Eduardo

Salazar, Luis

Schiavo, Mark

Singh, Daniel

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

## BOOK REVIEW COMMITTEE - District, \$37.30 Per Hour, 2020-21 School Year

La Mar, Jennifer Moore, Catherine

CANVAS TTL - \$2,557.00 Per Year, 2020-21 School Year

#### Doty

Arosteguy, Victoria Carter, Kathleen Cohen, Kristofer Im, Chandaramo Marcy, Wendy

### Stauffer

Baltazar, Richard Cortez, Louis Donahue, Matthew Eduad, Deborah Tansopalucks, Trirath

#### Sussman

Duarte, Evelyn Jeong, Esther Lee, Krystal McGregory, Kyndra Schmaltz, Jeffrey

#### Columbus

Peterson, Darren

# <u>COMBINATION CLASS TEACHER</u> – Gallatin, \$7,631.00 Per Year, 2020-21 School Year

Yoon, Christine

## A. Employments (Temporary) (cont.)

Frankriss			Service	
Employee	Assignment	Salary Rate	Begins	
				_

## CSU COUNSELOR CONFERENCE - District, \$37.30 Per Hour, 2020-21 School Year

Arnold, Jeffrey
Betancourt, Marcela
Cha, David
Dussan, Liliana
Fisher, Stephanie
Harris, Andrea
Mack, Deanna
Macomber, Andra
Manzanares, Marvin
Orejel, Edgar
Tse, Paul

## DEA/DUSD NEGOTIATIONS - District, \$37.30 Per Hour, 2020-21 School Year

Mendenhall, Danielle Mogan, James Perkins, Ashley Welch, Kevin Wright, Julia

# <u>DEAN OF DISCIPLINE ADDITIONAL HOURS</u> – Warren, \$37.30 Per Hour, 2020-21 School Year

Mojarro, Jenny Schiavo, Mark

### DEPARTMENT HEADS - Downey, 2020-21 School Year

Adams, Melanie	Special Education	\$3,068.50 Per Year
Barber, Steven	Physical Education	\$ 643.35 Per Year
Berumen, Renee	Visual & Performing Arts	\$1,523.40 Per Year
Crosby, Michael	<b>Business Computers</b>	\$ 456.45 Per Year
Glasser, Bernard	Social Studies	\$1,708.65 Per Year
Gonzalez, Jesus	World Language	\$ 509.02 Per Year

## A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
DEPARTMENT HEADS	– Downey, 2020-21 School	l Year (cont.)	
Gunderson, Michelle Lara, Jennifer Matas, Sybil Mendoza, Cynthia Morales, Michael Navarro, Ricardo Neria, Dolores Ramirez, Andrea Roybal, Bonnie Vadgama, Frida Young, Marlin	Math Science English Physical Education Business Computers Math Social Studies English World Language CTE Science	\$1,883.10 Per Ye \$1,733.60 Per Ye \$2,132.30 Per Ye \$ 643.35 Per Ye \$ 456.45 Per Ye \$1,883.10 Per Ye \$1,708.65 Per Ye \$2,132.30 Per Ye \$2,036.08 Per Ye \$2,595.00 Per Ye \$1,733.60 Per Ye	ear ear ear ear ear ear ear ear
Amaya, Yvonne Barrera, Shirley Carrere, Yvette Carrillo, Monica Contreras, Teresa Curiel, Hilda Flores, Mariana Gallardo, Ericka Garcia, Nadia Gomez, Susan Mendoza, Lizzette Ramirez, Sonia Reeves, Isela Rodriguez, Ana Ventura, Noelia		\$501.15 Per Dien \$524.63 Per Dien \$537.65 Per Dien \$399.45 Per Dien \$437.13 Per Dien \$180.00 Per Day \$180.00 Per Day \$561.08 Per Dien \$425.34 Per Dien \$425.34 Per Dien \$425.34 Per Dien \$448.91 Per Dien \$448.91 Per Dien \$448.92 Per Dien \$448.99 Per Dien \$364.29 Per Dien \$411.12 Per Dien	

#### A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

## EL MEETING - District, \$37.30 Per Hour, 2020-21 School Year

Balster, Lisa Griffin, Andrea Hauben, Kelly Hecker, Robert Kim, Carrie Kim, Christine Lopez, Carrie

Molletti-Bovey, Virginia

Ortega, Julia

Quimby, Jason

Reeves, Isela

Ruesga, Alexandra

Stanley, Barak

Zarate, Linda

### ELPAC MEETING - District, \$37.30 Per Hour, 2020-21 School Year

Balster, Lisa

Brossmer, Esther

Calata, Sharon

Casillas, Rosa

Diioli, Monique

Galan-Zeisel, Rose

Griffin, Andrea

Hauben, Kelly

Hecker, Robert

Hill, Teresa

Kim, Carrie

Kim, Christine

Lopez, Carrie

Molletti-Bovey, Virginia

Reeves, Isela

Romero, Alexandria

Ruesga, Alexandra

Rush, Samantha

Sosa, Yvonne

## A. Employments (Temporary) (cont.)

Cooklesse -	1		Service
Employee	Assignment	Salary Rate	Begins

ELPAC MEETING - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Stanley, Barak Zarate, Linda

ELPAC TESTING - District, \$37.30 Per Hour, 2020-21 School Year

Calata, Sharon Casillas, Rosa Gomez, Erica Guerrero, Annabel Hill, Barbara Hill, Teresa Niemeyer, Emily

## EXTRA DUTY - 2020-21 School Year

Columbus	Col	um	bus
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Lozano, Charles Maldonado, Julia	Newspaper Yearbook	\$1,778.00 Per Year \$2,956.00 Per Year 9/01/20-
Maldonado, Julia Zuniga, Salvador	Student Council Advisor Yearbook	6/01/21 \$1,554.00 Per Year \$2,956.00 Per Year 8/01/20- 8/30/20
Downov		

#### Downey

Aguiniga-Campos, Javier	Girls Soccer Assist ASB	\$1,000.00 Per Year
Appel, Vincent	Skills USA Advisor	\$1,585.00 Per Year
Armendariz, Cesar	Skills USA Advisor	\$1,585.00 Per Year
Beaver, George	Skills USA Advisor	\$1,585.00 Per Year
Cordova, Ronda	Skills USA Advisor	\$1,585.00 Per Year
Harris, Nathan	Skills USA Advisor	\$1,585.00 Per Year
Herrera, Christopher	Skills USA Advisor	\$1,585.00 Per Year
Ibarra-Alvarez, Clotilde	Skills USA Advisor	\$1,585.00 Per Year
Kendall, Kevin	Skills USA Advisor	\$1,585.00 Per Year
Linares, Trinidad	Skills USA Advisor	\$1,585.00 Per Year
Nevarez, Robert	Skills USA Advisor	\$1,585.00 Per Year
Storey, Danielle	Skills USA Advisor	\$1,585.00 Per Year
Vadgama, Frida	Skills USA Advisor	\$1,585.00 Per Year

### A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
EXTRA DUTY - 2020-21	School Year (cont.)		
<u>Downey</u> (cont.) Zessau, Christian	Skills USA Advisor	\$1,585.00 Per Yea	r
Warren Pearson, Kevin Spino, Christine	Football Head – ASB Social Skills Advisor	\$4,948.80 Per Year \$1,341.00 Per Year	

## FEMINEER ADVISOR MEETING - District, \$37.30 Per Hour, 2020-21 School Year

Donahue, Matthew
Gonzalez, Kristy
Gonzalez, Neill
Lara, Jennifer
Merchant, Abida
Molletti-Bovey, Virginia
Moore, Meghan
Portillo, Evelyn
Shull, James
Taylor-Sabo, Melissa
Tindoc, Oliver
Vargas-Aguilar, Jessenia
Worthy, Jessica

## GATE LEAD TEACHER - District, \$37.30 Per Hour, 2020-21 School Year

Bliss, Jennifer Gallion, Gina Hille, Lorine Jeong, Esther Maples, Sara Weldon, Dawn

HOME INSTRUCTION - District, \$37.30 Per Hour, 2020-21 School Year

Rojas, Daniel

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins				Service
	Employee	Assignment	Salary Rate	Begins

## IEP ADMIN. DESIGNEE - \$58.23 Per Hour, 2020-21 School Year

Alameda
Dodson, Paula
Gonzalez, Sureya
Griffin, Andrea
Pacheco, Raelynn
Parra, Marcela
Phillips, Larissa
Williams, Maria Cherie

#### <u>Carpenter</u> Amaya, Yvonne Reeves, Isela

#### Gallatin

Cox, Sandi Kezele, Carolyn Kim, Christine King, Tamika Messore, Dana Musgray, Rajshree Tanaka, Georgina

## <u>Gauldin</u>

Balster, Lisa Bomgaars, Jenalee Curcio, Heather Girardin, Kathleen Verstegen, Kathleen Worthy, Lindsey

#### <u>Lewis</u>

Eichen, Deena Marquez, Irene Martinez, Rosio Martinez, Tracy

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

## IEP ADMIN. DESIGNEE - \$58.23 Per Hour, 2020-21 School Year (cont.)

Lewis (cont.) Ortega, Julia Winters, Callie Zuniga, Julie

Old River
Avina, Maria
De Matta, Sussan
Garcia, Griselda
Loza, Susana
Maline, Sarina
Poitras, Christina
Serge, Aubrey
Venegas, Rosalba
Weiland, Tayler
Zarate, Linda

Rio San Gabriel Boynton, Matthew Gonzalez, Gabriel Gonzalez, Stefan

Ward
Bassett, Kristian
Bautista, Adelaida
Brossmer, Esther
Hood, Andrea
Figueroa, Tracey
Taggart, Patricia
Thomas, Lisa

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

## INDUCTION MENTOR TEACHER - District, \$1,882.00 Per Year, 2020-21 School Year

Ackley, Kimberlee

Adams, Melanie

Arosteguy, Victoria

Bishop, Tanya

Bomgaars, Jenalee

Cabrera, Deann

Carrillo, Monica

Cid. Deena

Cruz, Mireya

Davis, Joshua

Dodson, Paula

Eichen, Deena

Graves, Jackie

Huang, Hsi-Ling

Huls, Mindy

Hunter, Kendra

Jara, Jennifer

Jensen, Danicka

Joest, Julie

Keele, Shelly

Mata, Iris

McGregory, Michael

Mendenhall, Danielle

Moreno, Miguel

Ortega, Julia

Ozima, Carole

Paul, Anne-Mary

Roberson, Joshua

Russell, LeeAnn

Tate, Susan

Tendler, Joey

Ulloa, Maricella

Waymack, Rebecca

Welch, Kevin

Wood, Denise

#### A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

INDUCTION SUPERVISOR - District, \$5,300.00 Per Year, 2020-21 School Year

Wright, Julia

INTERVENTIONIST - Rio Hondo, \$150.00 Per Day, 2020-21 School Year

Lazaro, Kathryn

INTERVENTIONIST EARLY LEARNING PROGRAM - District, \$150.00 Per Day, 2020-21 School Year

Jimenez, Diana Santana, Patricia Stinson, Kimberli

IPAD DISTRIBUTION - \$37.30 Per Hour, 2020-21 School Year

#### Stauffer

Bach, Daniel

Cortez, Louis

Davis, Wesley

Dekker, David

Del Rio, Brandon

Greer, Josie

Grigsby, Vincent

Gutierrez, Ruben

Hayes, AndaJo

Hernandez-Pineda, Juan

Hollon, Jim

Koenig, Todd

McConnell, Deanna

Medina, Ryan

Palomares, Arianna

Ragusa, Elise

Schiavo, Mark

Singh, Daniel

Staggenborg, Kimberly

Zarate, Osvaldo

### A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

## <u>IPAD DISTRIBUTION</u> - \$37.30 Per Hour, 2020-21 School Year (cont.)

Sussman Camacho, Debra Candelas, Nicholas Catalan, Daniel Diioli, Monique Flores, Thomas Gillespie, James Gonzalez, Neil Guier, Kathy Gutierrez, Ruben Hernandez-Pineda, Juan Malick-Perez, Tracy Marshall, Scott Medina, Teresa Paz, Eduardo Puskas, Summer Ramirez-Garcia, Claudia Rodriguez, Eduardo Weldon, Dawn

## IREADY TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Davis, Wesley
Medina, Teresa
Murakawa, Mindy Kay
Palomares, Arianna
Paz, Eduardo
Quimby, Jason
Worthy, Lois
Zamarripa, Susana

## A. Employments (Temporary) (cont.)

Employee Assignment		
Employee Assignmen	nt Salary Rate	e Begins

## LETTERS OF RECOMMENDATION - Downey, \$37.30 Per Hour, 2020-21 School Year

Appel, Vincent

Armendariz, Cesar

Baca, Teresa

Barbeau, Richere

Bean, Jason

Bean, Josette

Bradfield, Eric

Broun, Kevin

Carbajal-Guzman, Maribel

Carlson, Christina

Castile, Christopher

Coe, Paul

Crespo, Kelly

De La Torre, Jose

Glasser, Bernard

Hill, Teresa

Hudson, Jennifer

Hwang, John

Jamka, Alan

Joest, Julie

Judy, Stephen

Kasner, Debra

Kim, Daniel

Lara, Jennifer

Lejano, Charissa

McClain, Danielle

Meade, Corrine

Mercure-Fitzl, Richelle

Miller, Seth

Nastase, Lauren

Navarro, Richard

Nelson, Garr

Nevarez, Robert

Nikaj, Darrelle

Olariu, Corneliu

Park, Byung

Paysse, Joseph

## A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

<u>LETTERS OF RECOMMENDATION</u> – Downey, \$37.30 Per Hour, 2020-21 School Year (cont.)

Puente, Yvette Ramirez, Andrea Ramirez-Silva, Claudia Roybal, Bonnie Sanders, Steven Voulgaris, Carrie Whitt, Aaron Wilmoth, Kimberly Yamasaki, Glenn Young, Marlin

LIBRARIAN ADDITIONAL HOURS - Warren, \$37.30 Per Hour, 2020-21 School Year

Escobedo, Sara

LINKCREW - Warren, \$37.30 Per Hour, 2020-21 School Year

Lopez, Karla Miranda, Daniel Trejo, Gabriel

MIDDLE SCHOOL ATHLETIC DIRECTOR - District, \$5,607.00 Per Year, 2020-21 School Year

Becker, Robert J.

MONTHLY ILT MEETING - Alameda, \$37.30 Per Hour, 2020-21 School Year

Griffin, Andrea

MS IREADY STAFF TRAINING - DHH, \$37.30 Per Hour, 2020-21 School Year

Ardis, Madera

#### A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service
Begins

## NEW TEACHER INSTITUTE - District, \$37.30 Per Hour, 2020-21 School Year

Ambroff, Amanda Arreola, Sandy Beaver II, George Breitschwerdt, Megan Contreras, Teresa Gipson, Burness Gonzalez, Angelica Holder, Jessie Lundeen, Jessica Madrigal, Lourdes Mendoza, Lizette Moreno, Alyssa Ramirez, Sonia Ramos, Brianna Rodriguez, Ana Sodetani, Gordon Solis, Ashley Trejo, Katherine Webb, John Woodard, Shannon

Woodhouse, Adorliz Zmuda, Stephanie

### PARENT EDUCATION MEETINGS - Warren, \$55.00 Per Hour, 2020-21 School Year

Ahumada-Cordova, Iliana Baltazar, Luz Benitez, Carlos Lima, Adair Ortiz, Rochelle Richert, Lyzeth Tse, Esther Vance, Michael White, Cyndi

#### A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

PARENT MEETING - Alameda, \$37.30 Per Hour, 2020-21 School Year

Jauregui, Noemi

PE PLANNING AND PREP TIME - Lewis, \$37.30 Per Hour, 2020-21 School Year

Marquez, Irene

PLC GRADE LEVEL LEAD - Warren, \$1,638.00 Per Year, 2020-21 School Year

Aguilar, Felipe Social Studies Bochove, Cynthia Science Catalano, Cory English Davenport, Henry Science Fitzpatrick, Shawn English Gonzalez, Glenn Math Haldar, Padma Science Kirby, Alison English 50% Lord, Kaye Science Mendez, Daniel Social Studies Orejel, Edgar LOTE Peterson, Robert VPA 50% Russell, William **VPA** 50% Sandoval, Elizabeth LOTE Sangalang-Ortiz, May Math Soto-Castillo, Karlo LOTE Stevenson, Jody LOTE Villa, Cassandra 50% English Yoo, Tai Math

PLC SUMMER PLANNING - Griffiths, \$37.30 Per Hour, 6/02/20-8/07/20

Acosta Munoz, Luz Jacqueline Benson, Stephanie Berchtold, Eric Bland-Reisch, Shelly Bliss, Jennifer

#### A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins				Service
	Employee	Assignment	Salary Rate	Begins

## PLC SUMMER PLANNING - Griffiths, \$37.30 Per Hour, 6/02/20-8/07/20 (cont.)

Bohlinger, Tyson Cassayre, Emily

Charlton, Nathan

Chatmon, Charmetra

Cockrill, Jon

Davis, Deanne

Diazibarra, Dulce

Elizondo, Douglas

Espina, Marlon

Franco, Maria Dulce

Gayer, Billie

Gonzalez, Angelica

Gonzalez, Kristy

Hultquist, Jodeen

Karout, Sarah

Legaspi, Ronald

Legg, Jennifer

Mann, Steven

Martinez, Daniel

McCurry, Gregory

McDermott, Karen

McDermott, Timothy

Minnix, Melissa

Neill, Tyler

Oregel, Luis

Orique, Matthew

Ortiz, Joseph

Partnoff, Steven

Plant, Edward

Roberts, Mark

Romero, Julie

Russell, Kellie

Santillana, Lori

Schreiner, Scott

#### A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

### PLC SUMMER PLANNING - Griffiths, \$37.30 Per Hour, 6/02/20-8/07/20 (cont.)

Shull, James Soto, Natalie Stayer-Clark, Sarah Tiffany, Payama Valladares, Jaime Vargas-Aguilar, Jessenia Wolfe, Jeneatta Worthy, Jessica

PRINCIPAL ON SPECIAL ASSIGNMENT - District, \$730.15 Per Diem, 2020-21 School Year

Hobson, Janice

PVWH COACHES ONE DAY TRAINING - District, \$37.30 Per Hour, 10/15/20 or 10/17/20

Aguilar, Felipe
Aguiniga Campos, Javier
Amaya, Alyssa
Anaya, Leticia
Bean, Jason
Beaver II, George
Becker, Robert J.
Brogden, Gerald
Buell, Joshua
Cabrera, Kevin
Castro, Salomon
Delhousay, Shaun
Del Rosario, Conrad
Doherty, Deidra
Dussan, Lilliana

## A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

PVWH COACHES ONE DAY TRAINING - District, \$37.30 Per Hour, 10/15/20 or 10/17/20 (cont.)

Espina, Marlon

Gleason, Robert

Grigsby, Vincent

Guerrero, Raul

Gutierrez, Ruben

Harris, Nathan

Hernandez-Pineda, Juan

Holder, Jessie

Hollington III, Thomas

Houts, Jacob

Karzen, Micah

Lane, Scott

Lara, Edward

Mann, Steven

Massey, Anthony

McCarthy, Robert

McConnell, Sean

McFadyen, lan

McGarry, Sarah

Medina, Ryan

Mercado, David

Mires, Marvin

Miyahara, Samantha

Nakamura, Eric

Nametz, Michael

Neill, Tyler

Nunley, Thomas

Oregel, Luis

Overgaauw, Amy

Park, Byung

Patterson, Leslie

Pearson, Kevin

Pearson, Scott

Plant, Edward

Porter, Sandy

### A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

PVWH COACHES ONE DAY TRAINING - District, \$37.30 Per Hour, 10/15/20 or 10/17/20 (cont.)

Quimby, Jayson

Rand, Mark

Rauls, Ashley

Rios, Roger

Roberts, Mark

Rodriguez, Eduardo

Salazar, Luis

Schmidt, Tina

Shelton, Larry

Singh, Daniel

Soto, Natalie

Starksen, Mary

Trejo, Raymundo

Waldron, Jay

Williams, Jack

Williams, Steven

Zessau, Christian

ROBOTICS CLUB - Rio Hondo, \$37.30 Per Hour, 2020-21 School Year

Paredes, Alondra

Ulaner, Max

RSP CASELOAD OVERAGE - District, \$165.00 Per Student, Per Month, 2020-21 School Year

Adams, Melanie

Arosteguy, Victoria

Duncan, Timothy

Edmonds, Carly

Etson, Shannon

Romero, Jennifer

Wood, Denise

#### A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

## SAFE & DRUG FREE CCTS - District, \$37.30 Per Hour, 2020-21 School Year

Alvarado, Angelica

Alvarez, Jesus

Casillas, Rosie

Cid, Lindsay

Cox-Nichols, Trisha

Durkee, Alison

Fiktarz, Joseph

Fowler, Golden

Garcia, Valeria

Garrido, Stephanie

Gomez, Darlene

Gomez, Susan

Guerrero, Annabel

Hamano, Jacqueline

Hanein, Jessica

Heyden, Kelly

Hunter, Kendra

Lavalle, Vincent

Maldonado, Julia

Marquess, Samantha

Mata, Iris

Mendenhall, Danielle

Mojarro, Jenny

Overturf, Kristy

Pardo, Jacqueline

Parry, Tracy

Perkins, Ashley

Platt, Tina

Pyle, Andrea

Roche, Kristina

Ruiz, Elisa

Schiavo, Mark

Selvanayagam, Kimberly

Shull, Carla

### A. Employments (Temporary) (cont.)

**Employee** 

Assignment

Salary Rate

Service Begins

SAFE & DRUG FREE CCTS - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Trejo, Katherine Venegas, Rosalba Weiland, Tayler Woodard, Shannon

SPED ACADEMY - District, \$37.30 Per Hour, 2020-21 School Year

Agranowitz, Natalia Breitschwerdt, Megan Cornell, Jonathan Elizondo, Douglas Gonzalez, Angelica Holder, Jessie Madrigal, Lourdes Marougas, Athanasia Martinez, Stephanie Moreno, Alyssa

SPED ACADEMY MEETING - District, \$37.30 Per Hour, 2020-21 School Year

Agranowitz, Natalia Elizondo, Douglas Gonzalez, Angelica Holder, Jessie Madrigal, Lourdes Marougas, Athanasia Martinez, Stephanie Sodetani, Gordon

<u>SPECIAL EDUCATION DAILY SUPPORT</u> - Doty, \$633.10 Per Diem, 2020-21 School Year

Donahue, Regina

#### A. Employments (Temporary) (cont.)

Service Employee Assignment Salary Rate Begins

SPEECH LANGUAGE PATHOLOGIST LEAD - District, \$3,073.00 Per Year, 2020-21 School Year

Zuniga, Julie

SPEECH LANGUAGE PATHOLOGIST STIPEND - District, \$5,228.00 Per Year, 2020-21 School Year

Alcan, Christine Alexander, Leigh Azzeh, Shirin Bautista, Adelaida Brewer, Grace Cafferty, Joan Christian, Melissa Eagle, Janice Gabagat, Wendy

Guerrero, Jorge Gumbiner, Tracy

Hocking, Allegra

Johnson, Lauren

Lee, Lindsay

Miyagishima, Joyce

Musgray, Rajshree

Newman, Barb

Nikolas, Ashley Orona, Jacklyn

Otero, Kara

Puskas, Summer

Roscoe, John

Ross, Angela

Shimonishi, Gisella

Smith, Matthew

Taylor, Cinnamon

Viramontes, Gerise Zmuda, Stephanie

Zuniga, Julie

#### A. Employments (Temporary) (cont.)

=			Service
Employee	Assignment	Salary Rate	Begins

SST COORDINATOR - Carpenter, \$37.30 Per Hour, 2020-21 School Year

Reeves, Isela

STUDENT COUNCIL ADVISOR - \$1,365.00 Per Year, 2020-21 School Year

Old River

Marquess, Samantha25%Rivas, Wendy25%Roche, Kristina25%Serge, Aubrey25%

Rio Hondo

Ferrin, Denise 50% Lorberter, Rosanna 50%

STUDENTS OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2020-21 School Year

Alameda

Ball, Lisa SDC

Brooks, Kim

Dodson, Paula SDC

Echeveste, Carol Garefis, Georgia Gutierrez, Brittany

Hilton, Janet

Irdi, Natalie SDC Laguna, Anthony SDC

Lanners-Phelps, Amy Olmedo, Margaret

Platt, Tina Roybal, Ross Sary, Matthew Tanaka, David Weed, Jennifer

#### A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

<u>STUDENTS OVER NEGOTIATED LIMIT</u> – \$165.00 Per Student, Per Month, 2020-21 School Year (cont.)

Gallatin

Cox, Sandi SDC Messore, Dana SDC

Gauldin

Flores-Stendahl, Carmina Lee, Denise Worthy, Lindsey

Imperial

Alvarado, Angelica Castanon, Suzanne Huls, Mindy Perez, Adriana Schroeder, Christine Selvanagayam, Kimberly Wright, Julia

Price

Greilach, Robin Hunter, Kendra Menjivar-Guillen, Maria Meza, Melissa Ramos, Cecilia

Unsworth Edge, Diane Geffre, Barbara Kiar, Karen

Lo Bianco, Leslie Newman, Mark

Priebe, Vanessa

Shull, Carla

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

STUDENTS OVER NEGOTIATED LIMIT - \$165.00 Per Student, Per Month, 2020-21 School Year (cont.)

Ward

Bassett, Kristian

SDC

Figueroa, Tracy

SDC

Hood, Andrea

ΕI

Taggart, Patricia

SDC

Williams

Bright, Lisa

Colangelo, Kimberly

Durkee, Alison

Basic Skills

Estrada, Lilly

Hamilton, Stacie

Lee, Junghee

Medina, Karilyn

Newman, Amy

Rapoza, Holly

Saenz, Ana

Toriz, Rubina

Vaters, Jaclyn

Downey

Green, Kysha

Mod/Severe

SUBSTITUTE TEACHER - District, \$150.00 Per Day, 2020-21 School Year

Amezcua, Zareli

Ly, Andrew

Roche, John

Tamayo, Rojelia

### A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

# <u>SUPPORTING PERSONALIZED LEARNING</u> – Downey, \$37.30 Per Hour, 2020-21 School Year

Katsufrakis, Carolyn Krimbow, Danielle Lee, Branwyn Lostetter, Matthew Moreno, Alyssa Nastase, Lauren Voulgaris, Carrie

## TECHNOLOGY TEACHER LEADER - \$2,557.00 Per Year, 2020-21 School Year

#### Rio Hondo

Hultner, Kathleen 50% Melara, Rafael 50%

#### Williams

Covarrubias, Anthony 50% Estrada, Lilly 50%

#### Downey

Baca, Theresa Broun, Kevin Hwang, John Nastase, Lauren Ordway-Roach, Brandy

#### Warren

Acosta, Kellie Davenport, Henry Lopez, Karla Mack, Deanna Menjivar, Frank Merchant, Abida Nguyen, Lamvinh

#### A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

TRANSLATION FOR PARENT MEETINGS – Alameda, \$37.30 Per Hour, 2020-21 School Year

Garcia, Minerva Gonzalez, Sureya Parra, Marcela Zubiate, Maria Elena

TTL PROFESSIONAL DEVELOPMENT – Warren, \$37.30 Per Hour, 2020-21 School Year

Acosta, Kellie Davenport, Henry Lopez, Karla Mack, Deanna Menjivar, Frank Merchant, Abida Nguyen, Lamvinh

TUTORING - Unsworth, \$37.30 Per Hour, 2020-21 School Year

Hernandez, Jessica

TUTORING CENTER - Warren, \$37.30 Per Hour, 2020-21 School Year

Davenport, Henry Elsasser, Gregory Gipson, Burness Gomez, Erica Grigsby, Vincent Lopez, Karla Miranda, Daniel Muller, Michael Paduano, Annabelle Pardo, Jackilin Quintero, David Sandoval, Elizabeth

## A. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

TUTORING CENTER - Warren, \$37.30 Per Hour, 2020-21 School Year (cont.)

Trejo, Raymundo Tunberg, Alicia Yoo, Tai

<u>UC HIGH COUNSELOR CONFERENCE</u> – District, \$37.30 Per Hour, 2020-21 School Year

Arnold, Jeffrey
Betancourt, Marcela
Cha, David
Curiel, Terri
Dussan, Liliana
Evans, Wayne
Fisher, Stephanie
Glasser, Bernard
Harris, Andrea
Mack, Deanna
Macomber, Andra
Manzanares, Marvin
Nevarez, Robert
Orejel, Edgar
Tse, Paul

VIRTUAL CO-TEACHING PD - District, \$37.30 Per Hour, 2020-21 School Year

Acosta Munoz, Luz Jacqueline Adams, Melanie Arosteguy, Victoria Benaderet, Marlayna Bradfield, Eric Breitschwerdt, Megan Bugaren, James Casalegno, Vonnie Cassayre, Emily Charlton, Nathan

#### A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

## <u>VIRTUAL CO-TEACHING PD</u> - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Chatmon, Charmetra

Contreras, Thomas

Craig, Michael

Cramm, Russell

Diulio, Judy

Dou, Sophia

Duncan, Timothy

Eagen, Melanie

Edmonds, Carly

Elizondo, Douglas

Etson, Shannon

Farina, Daniel

Godfrey, Rachel

Goldsmith, Desiree

Gonzalez, Angelica

Gonzalez, Kristy

Gunderson, Michelle

Hansen, Lars

Hart, Ryan

Herz, Valerie

Holder, Jessie

Hollon, James

Hutson, Michelle

Jamka, Alan

Johnson, Nanette

Katsufrakis, Carolyn

Kraus, David

Krimbow, Danielle

La Fortune-Webster, Darla

Lacolla, Daryl

Lamoureux, Marini

LoCoco, Bartolo

Lopez, Carlos

Madrigal, Lourdes

Mata, Iris

## A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

VIRTUAL CO-TEACHING PD - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

McConnell, Deanna Menendez, Cindy Moore, Catherine Moreno, Alyssa Nevarez, Jessica Orca, Rica Ordway-Roach, Brandy Orozco, Donna Pena, Magda Portillo, Evelyn Santillana, Lori Sparangis, Christine Tendler, Joey Yoo, Tai

WASC - Warren, \$37.30 Per Hour, 2020-21 School Year

Mack, Deanna Muller, Justin

WEBSITE AND SOCIAL MEDIA - Columbus, \$37.30 Per Hour, 2020-21 School Year

Maldonado, Julia

WORKABILITY GRANT WORK - DHH, \$37.30 Per Hour, 2020-21 School Year

Osborn, Linda

## B. Leave of Absence

Employee	From	То	Effective
Gomez, Susan	Teacher Carpenter \$78,687	AB375 – Child Bonding	9/30/20- 10/09/20
Perez, Rachel	Teacher DHH \$87,748	AB375 – Child Bonding	11/30/20- 12/18/20
	C. Reassignme	ents	
Employee	From	То	Effective
Neimann, Natalie	AB375 – Child Bonding	Teacher – SDC Williams \$60,855	9/08/20
	D. Terminations	5	
Employee	Assignment	Effective	Reason
Desalernos, Julia	Teacher – Librarian Stauffer \$120,560	11/01/20	AR4145 – Early Retirement

## II. CLASSIFIED

## A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Cook, Ashley (Re-employment) (Rpl. C. Dunham Jr.)	Sr. Instruct. Asst. Doty	\$3,791.00 mo. (81.25%)	10/01/20

## B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Arevalo, Juan (Substitute)	Instruct. Media Tech. Varies	\$3,985.00 mo.	09/29/20- 10/16/20
Castillo, Juliana (Working out of class as needed)	Inter. Clerical Asst. Gallatin	\$18.883 hr.	10/01/20- 10/16/20
Castillo, Juliana (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	10/19/20
Contreras, Andy	Asst. Soccer Coach Downey High	Not to exceed \$600.00	07/01/20- 08/31/20
Estrada, Chantelle (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	10/19/20
Franco, Marisol (Working out of class as needed)	Inter. Clerical Asst. Warren High	\$4,288.00 mo.	09/18/20- 06/30/21
Gonzalez, Diamantina (Working out of class as needed)	Utility Worker Williams	\$3,978.00 mo.	08/01/20- 06/30/21
Gonzalez, Diana (Working out of class as needed)	Sr. Instruct. AsstS/MH Imperial	\$3,886.00 mo.	09/25/20

## II. CLASSIFIED

## B. Employments (Temporary) (cont.)

Employee	Salary Assignment	Service Rate	Begins
Livingston, Derrick (Working out of class as needed)	Utility Worker Ward	\$4,392.00 mo.	10/16/20- 06/30/21
Lizotte, Daniel (Substitute)	Senior Secretary Varies	\$24.710 hr.	09/03/20- 09/18/20
Lopez Contreras, Felipe (Working out of class as needed)	Utility Worker Alameda	\$4,392.00 mo.	09/15/20
Martinez, Lilia (Working out of class as needed)	Inter. Clerical Asst. Gallatin	\$18.883 hr.	10/01/20- 10/16/20
Martinez, Lilia (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	10/19/20
Monarrez, Mabel (Working out of class as needed)	School Office Manager Price	\$4,500.00 mo.	09/24/20
Perez Ramirez, Carlos	Asst. Soccer Coach Downey High	Not to exceed \$600.00	07/01/20- 08/31/20
Rios, Carla (Working out of class as needed)	Food Service Supv. I Price	\$23.000 hr.	10/12/20- 10/13/20
Rios, Carla (Working out of class as needed)	Food Service Supv. I Imperial	\$23.000 hr.	10/14/20- TBD
Roman, John (Substitute)	Physical Education Asst. Varies	\$21.889 hr.	10/19/20
Santos, Sara (Substitute)	School Based Therapist Varies	\$33.894 hr.	07/20/20- 08/05/20

#### II. CLASSIFIED

## B. Employments (Temporary) (cont.)

Employee	Salary Assignment	Service Rate	Begins
AVID TUTOR – College Not to exceed 800 hours		, \$13.750 Per Hour, 09	0/18/20-06/30/21,
Chacon, Kaitlyn Garcia, Giselle Ortiz, Sahayra Perez Cordero, Abrahan			09/28/20-06/30/21 09/28/20-06/30/21 08/17/20-06/30/21
Rios, Lucia Serna, Andres Torres Lamas, Jessica			09/28/20-06/30/21

Vaca, Emily Vega, Bernice

09/30/20-06/30/21

Villegas-Martinez, Edgar

Zaidi, Ali

#### INSTRUCTIONAL MEDIA TECHNICIAN - Substitute, \$18.883 Per Hour

Bejines, Brittany	09/28/20-10/16/2	20
Cedillo, Yolanda	10/16/20	
De Rivera, Royce	10/14/20	
Lorenzetti, Joseph	10/14/20	
Perez, Marleen	10/12/20	
1 1991 September Description Control of the Control		

#### C. Change of Assignment

Employee	From:	To:	Effective
Alarid, Marisol (Working out of class in Limited-term assignment)	Inter. Clerical Asst. Food Services \$3,979.00 mo. (100%)	Senior Secretary Food Services \$4,498.00 mo. (100%)	10/16/20- 10/30/20
Alvarado Cisneros, Denisse (Reassignment)	Sr. Instruct. AsstBC Stauffer \$3,985.00 mo. (81.25%)	Sr. Instruct. AsstBC Doty \$3,985.00 mo. (81.25%)	10/12/20

## C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Carbajal, Sandra (Working out of class in Limited-term assignment)	Sr. Secretary (Conf.) Classified HR \$5,819.00 mo. (100%)	Personnel Analyst Classified HR \$6,522.00 mo. (100%)	10/19/20- 11/06/20
Casillas, Alejandra (Reassignment) (Rpl. J. Martinez)	Food Svc. Asst. II Griffiths \$19.338 hr. 5 Hours	Food Svc. Asst. II Doty \$19.338 hr. 5 Hours	08/10/20
Galindo, Rosa (Working out of class in Limited-term assignment)	Sr. Instruct. Asst. Imperial \$3,791.00 mo. (68.75%)	Sr. Instruct. AsstBil. Imperial \$4,080.00 mo. (81.25%)	09/22/20- 05/31/21
Johnson, Jamieka (Working out of class in Limited-term assignment)	Sr. Personnel Tech. Classified HR \$4,608.00 mo. (100%)	Personnel Analyst Classified HR \$6,522.00 mo. (100%)	09/28/20- 10/16/20
Johnson, Michelle (Reassignment)	Sr. Instr. AsstS/MH Imperial \$3,791.00 mo. (81.25%)	Sr. Instr. AsstS/MH Downey High \$3,791.00 mo. (81.25%)	10/19/20
Kellogg, Angel (Promotion) (Rpl. D. Black)	Sr. Secretary (Conf.) Financial Services \$5,543.00 mo. (100%)	Admin. Secretary Business Services \$6,104.00 mo. (100%)	09/23/20
Land, Andrea (Reassignment)	Sr. Instr. AsstBC Doty \$3,985.00 mo. (81.25%)	Sr. Instr. AsstBC Stauffer \$3,985.00 mo. (81.25%)	10/12/20
Martinez, Brenda (Reassignment)	Food Service Asst. Alameda \$15.531 hr. 2 Hours	Food Service Asst. Sussman \$15.531 hr. 3 Hours	10/16/20

## C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Martinez, Jaime (Reassignment) (Rpl. A. Casillas)	Food Svc. Asst. II Doty \$19.338 hr. 5 Hours	Food Svc. Asst. II Griffiths \$19.338 hr. 5 Hours	08/10/20
Rendon, Tracy (Promotion) (Rpl. M. Machado)	Sr. Clerical Asst. Special Education \$4,389.00 mo. (100%)	Sr. Secretary CIA-Secondary \$4,726.00 mo. (100%)	09/21/20
Rendon, Tracy (Reassignment)	Sr. Secretary CIA-Secondary \$4,726.00 mo. (100%)	Sr. Secretary-Bil./Bi-Lit. CIA-Secondary \$4,963.00 mo. (100%)	09/24/20
Serrano, Kevin (Working out of class in Limited-term assignment)	Custodian Operations \$3,764.00 mo. (100%)	Utility Worker Unsworth \$3,978.00 mo. (100%)	09/25/20- 06/30/21
Worthington, Amy (Promotion) (Rpl. A. Kellogg)	School Office Mgr. Gallatin \$5,211.00 mo. (100%)	Sr. Secretary (Conf.) Financial Services \$5,543.00 mo. (100%)	10/01/20
		~	

## D. Leaves of Absence

Employee	Assignment	Effective	Reason
Esquer, Gabriela	Student Supv. Assistant Gallatin	09/02/20- 10/18/20	Personal Business W/OUT PAY
Fernandez, Christina	Food Service Asst. Downey High	10/01/20- 10/30/20	Personal Business W/OUT PAY

## D. Leaves of Absence (cont.)

Employee	Assignment	Effective	Reason
Garduno Castaneda, Liliana	Inter. Clerical Asst. Old River School	10/12/20- 12/18/20	AB2393-Child Bonding Leave
Martinez, Lawrence	Student Supv. Assistant Gallatin	08/31/20- 10/18/20	Personal Business W/OUT PAY
Najera, Silvia	Secretary Downey High	11/03/20- 02/19/21	AB2393-Child Bonding Leave
Perez, Ariana	Food Service Asst. Ward	09/16/20- 12/15/20	AB2393-Child Bonding Leave
Ramirez, Andrea	Attend./Records Clerk Warren High	10/05/20- TBD (Intermittent)	FMLA/ CFRA
Sharp, Theresa	School Office Manager Rio Hondo	10/16/20- 12/30/20	FMLA/ CFRA
Talavera, Esperanza	Sr. Instruct. AsstBC Williams	10/12/20- 11/30/20	Personal Business W/OUT PAY
UY5462222	Sr. Instruct. AsstBC Downey High	10/14/20- TBD	Paid Admin. Leave
E. Terminations			
Employee	Assignment	Effective	Reason
Dunham Jr., Clifford	Sr. Instruct. Asst. Doty	08/31/20	Deceased
Perez Esquivel, Virginia Sr. Instruct. AsstBC Stauffer		10/10/20	Voluntary Resignation

## E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Stebok, Monica	Sr. Secretary Food Services	11/01/20	Voluntary Resignation



II. 85. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44256(b).

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

November 10, 2020

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44256(b)

#### **ACTION ITEM**

In accordance with Education Code Section 44256(b), a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

That portion of Section 44256(b) of the Education Code pertaining to such assignments reads as follows:

The governing board of a school district by resolution may authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided that the teacher has completed at least 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher's consent.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

#### Doty Middle School

Arnold, Russell

English

Driscoll, Loren

Mock Trial/Intro to Law

Hauben, Kelly

Math

#### Griffiths Middle School

Cassayre, Emily

English

Franco, Dulce

Spanish

#### Griffiths Middle School (cont.)

Minnix, Melissa Romero, Julie Math English

Stayer-Clarke, Sarah

English

#### Stauffer Middle School

Desalernos, Julia Dayhoff, Laurie GenYes English

Diulio, Judy Harr, Alyson English English

Maples, Sara Peterson, Marlene

Math English English

Staggenborg, Kimberly Transopalucks, Trirath

Exploratory-Robotics; Gateway to Technology-Automotive; Gateway to Technology-Design &

Automotive; Gateway to Techn Modeling

#### Sussman Middle School

Diioli, Monique

English

Lundsberg, Megan Malick-Perez, Tracy Math Math

#### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44256(b).



II. 86. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.2.

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

November 10, 2020

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44258.2

#### **ACTION ITEM**

In accordance with Education Code Section 44258.2, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44258.2 of the Education Code reads as follows:

The holder of a single subject teaching credential or a standard secondary teaching credential may, with his or her consent, be assigned by action of the local governing board to teach classes in grades 5 to 8, inclusive, in a middle school, provided if he or she has a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject to which he or she is assigned.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credential by the following personnel:

#### Doty Middle School

Mui, Eunhae

Journalism

#### Griffiths Middle School

Plant, Ed

Gateway to Tech

Shull, James

Science

#### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.2.



II. 87. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

November 10, 2020

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44258.7(b)

#### **ACTION ITEM**

In accordance with Education Code Section 44258.7(b), a full-time teacher with a credential in a subject other than physical education may be assigned to coach a competitive sport for one period per day.

Section 44258.7(b) of the Education Code reads as follows:

A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

Records on file in the Certificated Human Resources office verify that appropriate coursework has been completed under this section for the coaching of a competitive sport by the following personnel with credentials in subjects other than physical education:

#### Downey High School

Acevedo, Kyle

PE-Wrestling

Aguiniga-Campos, Javier

PE-Soccer

Bean, Jason Castro, Salomon PE-Golf

Delhousay, Shaun

PE-Swimming
PE-Water Polo/Swimming

Falkenstein, Daniel

PE-Football

Gleason, Robert

PE-Cross Country/Track

Gonzalez, Jesus PE-Baseball

Guerrero, Raul

PE-Marching Band PE-Basketball

Harris, Nathan Karzen, Micah

PE-Tennis/Baseball

### Downey High School (cont.)

Massey, Anthony PE-Basketball Nunley, Thomas PE-Football

Overgaauw, Amy PE-Cross Country/Track

Park, Byung
Rauls, Ashley
Rios, Roger
Shelton, Larry
Witkin, Scott
PE-Tennis
PE-Pep Squad
PE-Wrestling
PE-Basketball
PE-Lacrosse

#### Warren High School

Aguilar III, Felipe PE-Football
Anaya, Leticia PE-Dance
Del Rosario, Conrad PE-Tennis
Dussan, Liliana PE-Soccer
Schmid, Tina PE-Golf

Waldron, Jay PE-Cross Country/Track

#### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).



II. 88. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

November 10, 2020

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT:

TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED

AS MAJORS OR MINORS ON CREDENTIALS - ED CODE 44263

#### **ACTION ITEM**

In accordance with Education Code Section 44263, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44263 of the Education Code reads as follows:

A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the four areas of a diversified major set forth in Section 44314.

A three-semester-unit variance in any of the required four areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for such assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on the credentials of the following personnel:

#### **Downey High School**

Adams, Melanie

English

Jamka, Alan

Engineering
Physical Education

Mendoza, Cynthia Yamasaki, Glenn

ITE

Zegarra, Johnny

**Culinary Arts** 

#### Warren High School

Drechsler, Dominique

Lane, Scott

Menjivar, Frank

Merchant, Abida

Nelson, Jared

O'Steen, Erika

Than, Kim Watts, Eric

Webb, John

Zegarra, Johnny

French

Finance

Engineering Computers

Film/TV Production

Single Living: Marriage & Family Living

Sociology

Math

Social Science

**Culinary Arts** 

#### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.



II. 89. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(B).

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

November 10, 2020

TO:

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

FROM:

Alyda Mir, Assistant Superintendent

SUBJECT: TITLE 5 80005(B)

#### **ACTION ITEM**

In accordance with Title 5 80005(b) a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

That portion of Title 5 80005(b) to such assignments reads as follows:

The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject area(s) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

#### Doty Middle School

Agranowitz, Natalia

Study Skills

Arnold, Russell

AVID

Barrera, Jennifer

PLTW: Gateway to Technology

Bhakta, Bageshree Cohen, Kristopher

AVID AVID

Dodge, Kevin

Academic Support

Haas, Derek

Academic Support

#### Doty Middle School (cont.)

Hauben, Kelly Academic Support

Hedden, David AVID Konoske, Joseph AVID

Kotsis, Martha Academic Support
Marcy, Wendy Academic Support
Parry, Tracy Academic Support

Sodetani, Gordon Study Skills

#### Griffiths Middle School

Charlton, Nathan Academic Support

Cockrill, Jon AVID

Houts, Jacob Study Skills

Legaspi, Ronald PLTW: Gateway to Technology

Legg, Jennifer Academic Support Martinez, Daniel Academic Support

Mata, Iris Study Skills

Mc Dermott, Tim Academic Support Minnix, Melissa Academic Support

Nolen, Mark PLTW: Gateway to Technology

Ortiz, Joseph Academic Support Partnoff, Steven Academic Support

Plant, Edward Leadership

Romero, Julie AVID Tiffany, Payama AVID Wolfe, Jeanetta AVID

Worthy, Jessica PLTW: Gateway to Technology

#### Stauffer Middle School

Black, Katie AVID

Casalegno, Vonnie Study Skills

Dayhoff, Laurie AVID

Donahue, Matthew PLTW: Gateway to Technology

Goldsmith, Desiree Study Skills

Harr, Alyson AVID

Herz, Valerie Study Skills

Maples, Sara AVID

Mc Connell, Deanna Study Skills

Peterson, Marlene AVID Saikali, Rola AVID Staggenborg, Kimberly AVID

Tindoc, Oliver PLTW: GenYES

Villanueva, Jean Mock Trial

#### Sussman Middle School

Diioli, Monique AVID
Espeseth, Cindy AVID
Lundsberg, Megan AVID
Malick-Perez, Tracy AVID
Neal, Lorraine AVID

Perkins, Ashley Leadership

Santos, Alejandro PLTW: Gateway to Technology

#### Downey High School

Alvarez, Jesus Decision Making Skills

Betancourt, Marcela AVID

Cabrera, Deann Study Skills Etson, Shannon Link Crew Ferrer, David Study Skills

Fowler, Golden Decision Making Skills

Gunderson, Michelle
Lee, Branwyn
Macomber, Andra
Manzanares, Marvin
Meade, Corrine
Moreno, Alyssa
Santa Cruz, Juliet
Link Crew
Link Crew
Link Crew
AVID

Swancoat, Mark Recovery Discovery

Teh, Poh Study Skills

Thompkins, David Decision Making Skills

Warhurst, Heidi AVID

#### Warren High School

Arnold, Jeffrey AVID
Cha, David AVID
Deichman, Kyle AVID

Davenport, Henry Project Lead the Way

Fisher, Stephanie AVID
Gomez, Erica AVID
Harris, Andrea AVID
Johnson, Nanette AVID
Lopez, Karla AVID
Mack, Deanna AVID
Mendez, Daniel AVID

Orejel, Edgar AVID & Student Voice

Pardo, Jakilin Link Crew

Quintero, David Project Lead the Way Tendler, Joey Recovery Discovery

Trejo, Raymundo AVID

## Warren High School (cont.)

Tse, Paul

**AVID** 

Welch, Jeffrey

**Decision Making Skills** 

#### SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(b).



II. 90. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective July 16, 2020.

## **Supporting Documents**



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

DATE:

November 10, 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 Danielle Duncan, 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 the special needs students in the new SBC classroom at Gauldin 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 Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective July 16, 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 Gauldin Elementary School, six and one-half hours per day, ten months per year, at range 115, \$3,273 - \$3,985 per month, effective July 16, 2020.



II. 91. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,791 per month, effective August 10, 2020.

## **Supporting Documents**



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

DATE:

November 10, 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)

#### **ACTION ITEM**

We have received a request from Tangela Diggs, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to provide support to students with mild/moderate disabilities in a newly created SDC classroom at Warren High 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, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,791 per month, effective August 10, 2020.

#### SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Warren High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,791 per month, effective August 10, 2020.



II. 92. RATIFY the establishment of 18 new positions with duties corresponding to the current classification of Student Supervision Assistant, three hours per day, \$14.00 per hour, effective September 21, 2020.

**Supporting Documents** 



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

DATE:

November 10, 2020

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF 18 NEW POSITIONS (STUDENT SUPERVISION

ASSISTANT)

#### **ACTION ITEM**

We have received a request from Lisa Rawlings, Coordinator II, Early Education & Extended Learning Programs, to establish 18 new positions with duties corresponding to the current classification of Student Supervision Assistant. These new positions are being created to support the students in the new Employee Childcare Program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of 18 new positions with duties corresponding to the current classification of Student Supervision Assistant, three hours per day, \$14.00 per hour, effective September 21, 2020.

#### SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of 18 new positions with duties corresponding to the current classification of Student Supervision Assistant, three hours per day, \$14.00 per hour, effective September 21, 2020.



III. 2. ADOPT Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.

## **Supporting Documents**



## Downey Unified School District

#### RESOLUTION NO. 202021-05

## TO INCREASE SCHOOL FACILITIES FEES ON NEW RESIDENTIAL, COMMERCIAL AND INDUSTRIAL DEVELOPMENT

WHEREAS, Government Code Section 53080 authorizes school districts to levy a fee, charge or dedication upon residential, commercial and industrial development projects; and

WHEREAS, new development within the Downey Unified School District will create a need for additional school facilities; and

WHEREAS, the Board of Education for the Downey Unified School District has conducted a legally noticed public hearing upon the subject of adopting and levying school facility fees or charges upon new residential, commercial, and industrial development;

NOW THEREFORE, the Board of Education for the Downey Unified School District resolves as follows:

- The Board of Education adopts and levies the following school fees:
  - a. \$4.08 per square foot for all covered and enclosed areas of <a href="new">new</a> residential development, to the extent that such construction results in an increase in assessable space. "Assessable Space" is all square footage within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, detached accessory structure or similar area.
  - b. \$4.08 per square foot for other residential construction, only if the resulting increase in assessable space, as defined in Section 65995 of the Government Code, exceeds 500 square feet. The calculation of the "resulting increase in assessable space" for this purpose shall reflect any decrease in assessable space in the same residential structure that also results from that construction. Where authorized under this paragraph, the fee is applicable to the total resulting increase in assessable space.
  - c. \$ 0.66 per square foot for all covered and enclosed areas of new commercial and industrial construction.

Resolution No. 202021-05 Increase School Facilities Fees on New Residential, Commercial, and Industrial Development Page 2

- 2. The Board of Education further finds that the amount of fees and charges set forth is reasonably necessary to cover the cost of providing adequate school facilities within the Downey Unified School District.
- 3. The fee or charge set forth in Provision 1 of this Resolution shall be effective sixty (60) days following the approval of this Resolution.

Passed and adopted by the Governing Board of the Downey Unified School District on November 10, 2020, by the following vote:

ayes		
Noes:	VELOCIO DE LA CONTRACTOR DE LA CONTRACTO	
Absent:		
Signature –	Donald LaPlante, Preside Downey Unified School D Los Angeles County	
Attested by:		
	John A. Garcia, Jr., Ph.D.	
	Secretary to the Board of	Education



III. 3. ADOPT Resolution No. 202021-06 in support of National School Psychology Week from November 9, 2020 through November 13, 2020.

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT

#### Resolution No. 202021-06

## RESOLUTION IN SUPPORT OF NATIONAL SCHOOL PSYCHOLOGY WEEK NOVEMBER 9-13, 2020

WHEREAS, Children and youth learn best when they are healthy, supported, and receive an education that enables them to thrive academically, socially, and emotionally; and

WHEREAS, Schools can more effectively ensure that all students are able to learn when they meet the needs of the whole child and provide integrated, multitiered supports; and

WHEREAS, Children's mental health is directly linked to their learning and development, and the learning environment provides an optimal context to promote good mental health through connectedness within the school and community; and

WHEREAS, Sound psychological principles are integral to instruction and learning, school safety, social and emotional development, prevention, early intervention, and support of culturally diverse student populations; and

WHEREAS, School psychology has more than 60 years of well established, widely recognized, and highly effective practice and standards that are clearly articulated in NASP's *Model for Comprehensive and Integrated School Psychological Services*; and

WHEREAS, School psychologists are specially trained to foster and deliver, in the school and community, a continuum of mental health services and academic supports that lower barriers to teaching and learning; and

WHEREAS, School psychologists help children thrive by nurturing their individual strengths across both personal and academic endeavors; and

WHEREAS, School psychologists are trained to assess student and school-based barriers to learning and individual strengths, utilize data-based decision-making, implement research-driven prevention and intervention strategies, and evaluate outcomes and improve accountability; and

WHEREAS, Downey Unified School District, should recognize the vital role that school psychologists play in the personal and academic development of our District's children,

NOW, THEREFORE, BE IN RESOLVED that the Downey Unified School District, in recognition of the vital role School Psychologists fulfill in every community in California and to honor their ongoing commitment to all students, therefore declare the week of November 9-13, 2020, be proclaimed "National School Psychology Week."

PASSED AND ADOPTED by the Governing Board this10th day of November, 2020.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

Donald E. LaPlante President



III. 4. ADOPT Resolution 202021-07 approving agreement between State of California, Department of Rehabilitation (DOR) and Downey Unified School District.  $\mathscr{D}$ 

## **Supporting Documents**



#### DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-07

# RESOLUTION APPROVING THE AGREEMENT BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF REHABILITATION (DOR) AND DOWNEY UNIFIED SCHOOL DISTRICT (DUSD)

WHEREAS, the Board of Education of Downey Unified School District (District) has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and Downey Unified School District and said Board of Education acknowledges the benefits and responsibilities to be shared by both parties to said agreement;

WHEREAS, the Federal Workforce and Opportunities Act (WIOA) requires that the Department of Rehabilitation provide DOR Student Services to high school students with all types of disabilities ages 16-21;

WHEREAS, DOR Student Services are an outcome and coordinated set of activities that promotes movement from school to post school activities. DOR student Services include the following core services:

- · Job exploration counseling
- Work-based learning experiences
- Counseling on post-secondary opportunities
- · Workplace readiness training
- Instruction in self advocacy

NOW, THEREFORE, this contract is designed to jointly serve the mutual clients receiving services for the District and the DOR, through the DOR Los Angeles South Bay District for a period of three years (2020-2023);

APPROVED, PASSED AND ADOPTED by the Board of Education of the Downey Unified School District at the November 10, 2020 meeting by the following vote:

AYES: NOES: ABSENT: ABSTENTIONS:	
	DOWNEY UNIFIED SCHOOL DISTIRCT BOARD OF EDUCATION
	Donald LaPlante, President



III. 5. RATIFY Agreement #31518 with the State of California, Department of Rehabilitation to provide Student Services Work-Based Learning Experience activities from July 1, 2020 through June 30, 2021.

## **Supporting Documents**







State of California
Health and Human Services Agency
Department of Rehabilitation
721 Capitol Mall
Sacramento, CA 95814
(916) 558-5680 Office
(916) 558-5681 Fax

September 25, 2020

Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241

Re: Agreement # 31518

Attention: Linda Osborn

Attached is an electronic version of the above-mentioned contract. Please complete, sign and return the following checked item(s).

Please note: Due to the circumstances surrounding Covid-19, DOR is accepting electronic signed (e-signed) documents. Please return e-signed documents and additional required documents to the following email address: <a href="mailto:Franklin.Wilson@dor.ca.gov">Franklin.Wilson@dor.ca.gov</a>

DOR will also continue to accept original hard copies following the instructions as outlined per each item below:

- Print out (4) four copies of the Standard Agreement form (STD 213) and one copy of the attached exhibits. Sign all (4) four copies of the STD 213. All signatures must be original. \*\*If you will be returning the Std 213 by email, only one (1) signed copy is required.\*\*

  X

  Print out one copy of the Contractor Certification Clauses (CCC). The CCC package contains clauses and conditions that may apply to your agreement and to persons doing business with the State of California. The CCC will be kept on file in a central location and must be renewed every three (3) years and updated as changes occur. Sign and return the first page of the current CCC. Failure to do will prohibit the State of California from doing business with your company.
- X Print out one copy of the Board Resolution, complete and sign. (You may

elected position, you don't need the Board approval; just submit a letter stating the fact.

X Print out one copy of the Signature Authorization form, complete and sign. The person authorizing the signatures is the person who is authorized to sign the contract.

X Print out one copy of the Unruh Civil Rights Act and the Fair Employment & Housing Act. This form must be received to execute the agreement.

X General Liability Insurance Requirements. (See Exhibit D for liability limits).

X Worker's Compensation Insurance Requirements. (See Exhibit D).

use your own form in lieu of the attached Board Resolution.) Please make sure the person who is signing the Board Resolution is not the person

authorized to sign the Agreement. However, if the authorized signer is in an

Department of Rehabilitation Contracts & Procurement Section Attn: Franklin Wilson, Contract Analyst 721 Capitol Mall, 6<sup>th</sup> Floor Sacramento, California, 95814

No services should be started prior to final approval by DGS and/or the passage of the State Budget as the State is not obligated to make any payments until the contract is executed. Expeditious handling of this Agreement is appreciated.

If you have questions, please contact me at 916-445-3004 or Franklin.Wilson@dor.ca.gov.

Sincerely,

Franklin Wilson

Franklin Wilson

Contract Analyst

Enclosures

cc: Contract Administrator

			O ID: 5160-31518			
ST		NIA - DEPARTMENT OF GENERAL SERVICES  GREEMENT  9)	AGREEMENT NUMBER 31518	PURCHASING AUTHORIT	Y NUMBER (If A	pplicable)
1. T	his Agreement	is entered into between the Contracting Agend	cy and the Contractor named b	elow:		
	NTRACTING AGEN					
De	partment of R	ehabilitation				
	TRACTOR NAME				*******************************	
		School District				
-	he term of this A	Agreement is:	Alexander Company			
	RT DATE					
Support of	/ 1, 2020					
	OUGH END DATE ie 30, 2023					
-						
	4,744.00	mount of this Agreement is:				
	A Age NOWALLEGA	e to comply with the terms and conditions of th	e following exhibite which are	buthis reference and a set of		-
	Exhibits		Title	by this reference made a part of	the Agreemen	
-	T	Compa of Maril	nue			Pages
	Exhibit A	Scope of Work			1	
	Exhibit A.1	Contractor's Program Scope of Work			4	
	Exhibit B	General Terms and Conditions			4	
+	Exhibit B.1	Contractor's Program Budget & Narrative			3	
+	Exhibit C *	General Terms and Conditions			1	
+	Exhibit D	Special Terms and Conditions (Attached	hereto as part of this agreen	nent)	8	
+	Exhibit E	Additional Provisions - Federally Funded	Agreement		3	
+	Exhibit F	Additional Provisions - Cooperative / Cas	e Services		3	8
+	Exhibit G	Additional Provisions - Contracts Monito			1	
Thes	e documents ca	asterisk (*), are hereby incorporated by reference on the viewed at https://www.dgs.ca.gov/OLS/Resou EOF, THIS AGREEMENT HAS BEEN EXECUTED B	rces	as if attached hereto.		
IIV V	VITINESS WHEK	EOF, THIS AGREEMENT HAS BEEN EXECUTED E				
CON	ITDACTOD NAME	(if other than an individual state of the	CONTRACTOR			
		(if other than an individual, state whether a corporat School District	ion, partnersnip, etc.)			
CON	ITRACTOR BUSIN	ESS ADDRESS		CITY	STATE	ZIP
116	27 Brookshire	Avenue		Downey	CA	90241
	ITED NAME OF PE			TITLE		
Wa	yne Shannon,	Ed. D.		Assistant Superintendent		

CONTRACTOR AUTHORIZED SIGNATURE

Assistant Superintendent

10 26 20

DATE SIGNED

#### SCO ID: 5160-31518

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STD 213 (Rev. 03/2019) 31518 STATE OF CALIFORNIA CONTRACTING AGENCY NAME Department of Rehabilitation CONTRACTING AGENCY ADDRESS CITY STATE ZIP 721 Capitol Mall, 6th Floor Sacramento CA 95814 PRINTED NAME OF PERSON SIGNING TITLE CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable)

#### CCC 04/2017

# **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Pr Downey Unified School District	inted)	Federal ID Number 95-6006586
By (Authorized Signature)		
Printed Name and Title of Person	Signing	
Wayne Shannon, Ed.D.		
Date Executed	Executed in the Count	y of
10/26/20	Los Angeles	

# **CONTRACTOR CERTIFICATION CLAUSES**

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;

- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

# 6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
- 7. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. <u>GENDER IDENTITY</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

# DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

- 2. <u>LABOR CODE/WORKERS' COMPENSATION</u>: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 3. <u>AMERICANS WITH DISABILITIES ACT</u>: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE</u>: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

# 5. <u>CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:</u>

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204</u>: This form must be completed by all contractors that are not another state agency or other governmental entity.

#### DEPARTMENT OF REHABILITATION

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature	Name (Please Type or Print)	Title (Please Type or Print)
Ø.	Linda Osborn	Workability Coordinator
Signature	Name (Please Type or Print)	Title (Please Type or Print)
& Michael Sprkin	Name (Please Type or Print)	Sr. Director of Budget/Finance Title (Please Type or Print)
Signature	Name (Please Type or Print)	Title (Please Type or Print)
	Andrea Iacovitti	Assist. Director of Budget/Finance
Signature	Name (Please Type or Print)	Title (Please Type or Print)
Ø		

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution	Name (Please Type or Print)	Date Signed
× /4//	Wayne Shannon, Ed. D.	10/26/20

Contract Agency Name: <u>Downey Unified School District</u>	
Federal ID Number: 95-6006586	Current Contract # N/A
bheck the box to indicate that you have verified your feder	al ID number is correct
000000	
Program Information: Program Contact Person: Linda Osborn	
(Agency Contract A	dministrator)
Program Address: 11627 Brookshire Avenue	
City: Downey (To be put on Standard Agreement)	Zip: 90241
Own Property x Rent Property E Billing Address: 11627 Brookshire Ave	
check to indicate that your billing address matches the Federal ID	and business address on 204
City: Downey	Zip: 90241
	AX Number: <u>(562)</u> 803-8269
Contact E-mail: losborn@dusd.net	
Person Authorized to sign Contract: Wayne Shannon, Assist	
	(Name and Title) 469-6625, mimartinez@dusd.net
	name/phone/email)
Department of Rehabilitation (DOR)	Information:
DOR Office: Los Angeles South Bay District - Long Bead	
DOR Contract Administrator: Linda Hori	
Phone number: (562) 422-8325	X Number: <u>(562)</u> 422-7599
Contract Admin. E-mail: Linda.Hori@dor.ca.gov	
Transportation lafa	
Transportation Information	on:
Will the Contractor staff transport DOR Applicants/Clients?  If yes, will the contractor transport:	☐ Yes ✓ No
Up to 7 clients in the same vehicle at a time?	☐ Yes ☐ No
8-15 clients in the same vehicle at a time?	☐ Yes ☐ No
16 or more clients in the same vehicle at a time?	□ Ves □ Ne
If yes, a current certificate of Insurance naming Department of Rehabilitation the Cooperative Agency before General Services will approve the contract.	as additionally insured must be submitted by
Contract Terms:	
THIS IS A:	
One (1) year contract	
New three (3) year contract	
Contract Approvals:	
The following persons have reviewed and approved the attached	contract draft:
Partner Agency Program Contract Administrator	
DOR District Administrator	

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

- CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### CERTIFICATION

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Downey Unified School District	95-6006586
By (Authorized Signature)	
Drinted New York Title of Person Circuits	
Printed Name and Title of Person Signing	
	Executed in the State of
Wayne Shannon, Ed.D.	Executed in the State of CA

# **EVIDENCE OF COVERAGE**

DATE (MM/DD/YYYY) 10/23/2020

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the memoranda listed below.

MEMORANDUM NUMBER: 15

JOINT POWERS AUTHORITY (JPA)

Alliance of Schools for Cooperative Insurance Programs 16550 Bloomfield Avenue Cerritos, CA 90703

www.ASCIP.org

CONTACT NAME: Mr. Reshan Cooray

PHONE: (562) 404-8029

Downey Unified School District P.O. Box 7017 11627 Brookshire Avenue Downey CA 90241

This is to certify that the Alliance of Schools for Cooperative Insurance Programs (ASCIP) Memorandum of Coverages on insurance listed below have been issued to the Covered Party named above for the period indicated. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages afforded by the Memorandum of Coverages described herein are subject to all the terms, exclusions, and conditions of such Memorandum of Coverages.

cooray@ascip.org

TYPE OF COVERAGE	ADDL INSR	MEMORANDUM NUMBER (MOC)	POLICY EFF (MM/DD/YYYY)	POLICY EXP 12:01a.m.	LIMIT OF LIABILITY / COVERA	GE	
GENERAL LIABILITY		0		-072	COMBINED SINGLE LIMIT PER OCCURRENCE	s	\$5,000,000
✓ OCCURRENCE	1	MOC #15	7/1/2020	7/1/2021	AGGREGATE	s	N/A
✓ Personal Injury		Control (Control Control Contr				s	
✓ Errors & Omission						s	
/ Employment Practices						s	
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT PER OCCURRENCE	s	\$5,000,000
✓ AUTOMOTIVE PHYSICAL DAMAGE	1	MOC #15	7/1/2020	7/1/2021	ACTUAL CASH VALUE	s	
✓ COMPREHENSIVE / COLLISION						s	
✓ ANY AUTO						\$	
✓ Owned Auto						\$	
✓ Hired Auto						s	15 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -
PROPERTY					REPLACEMENT COST SUBJECT TO POLICY LIMI AND CONDITIONS	TS, TE	RMS.
BUILDING / CONTENTS					AND CONDITIONS	s	
FIRE, THEFT, RENTAL INTERRUPTION						s	
						\$	
<u> </u>			1			s	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				EACH ACCIDENT	\$	
WC STATUTORY LIMITS					PER EMPLOYEE	s	
					POLICY LIMIT	\$	
OTHER		N. C.		WALLESON STATE	SUBJECT TO POLICY LIMITS, TERMS, AND CONE	DITION	s
EMPLOYEE DISHONESTY (CRIME)						5	
						s	
						\$	
						s	

As respects to Agreement #31518

#### CERTIFICATE HOLDER

Department of Rehabilitation Attn: Linda Hori 4300 Long Beach Blvd., #200 Long Beach CA 90807

#### CANCELLATION

Should any of the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, ASCIP will mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon ASCIP, its agents, or representatives.

AUTHORIZED REPRESENTATIVE: Fritz J. Heirich

<sup>\*</sup>ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

# **Additional Covered Party Endorsement**

District: Downey Unified School District

Endorsement No.

58266281

# **Additional Covered Party:**

Description of Operations, Vehicle, or Property:

Department of Rehabilitation

As respects to Agreement #31518

The State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the Agreement

Coverage Period:

**Effective: 7/1/2020** 

Expires 12:01 a.m.: 7/1/2021

The coverage provided to the Covered Party is hereby extended by this endorsement to the Additional Covered Party named above in accordance with the provisions contained in the Memorandum of Coverage (MOC). The coverage extended hereby applies only with respect to liability arising out of activities in the Description of Operations, Vehicle, or Property noted above. It is intended by ASCIP in issuing this endorsement to defend and/or indemnify the Additional Covered Party only if the District is solely negligent. In issuing this endorsement, ASCIP intends and agrees to extend coverage pursuant to the terms and conditions of the MOC to the Additional Covered Party named above only to the extent that the Additional Covered Party faces liability arising out of claims, demands, or lawsuits claiming money damages on account of bodily injury or property damage as defined and limited in the ASCIP MOC. The limits of liability extended to the Additional Covered Party listed above is \$5,000,000 per occurrence for liability.

fate A. Uf the

Authorized Representative:

Date Issued: 10/23/2020

ASCIP is a joint powers authority pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code and Sections 39603 and 81603 of the Education Code.

Rev 5/97

# EXHIBIT A (Standard Agreement - Subvention)

#### 1. PURPOSE

Subvention: VR Third Party Cooperative/Case Service Agreements:

#### 2. AUTHORITY

Legislation: Rehabilitation Act of 1973, as amended, Title I, Parts A and B, Sec. 100-111; 29

U.S.C. 720-731.

Regulations: 34 CFR 361.3

Catalog of Federal Domestic Assistance Number (CFDA) 84.126A

# 3. CONTRACT REPRESENTATIVES

Direct all inquiries during the term of this Agreement to the Contract Administrators listed herein:

Department of Rehabilitation	Downey Unified School District
Linda Hori, Rehabilitation Specialist 4300 Long Beach Blvd., #200 Long Beach, CA 90807 (562) 422-8325 (562) 422-7396 fax Linda.Hori@dor.ca.gov	Linda Osborn, Career Education Specialist 11627 Brookshire Ave. Downey, CA 90241 (562) 397-1712 (562) 803-8269 fax losborn@dusd.net

# 4. DESCRIPTION OF SERVICES/DELIVERABLES

See attached program description - EXHIBIT A.1

# EXHIBIT A.1 Downey Unified School District We Can Work Work Experience Contract

### SCOPE OF WORK

#### I. Introduction

The Federal Workforce Innovation and Opportunities Act (WIOA) requires that the Department of Rehabilitation provide DOR Student Services to high school students with all types of disabilities ages 16-21. DOR Student Services are an outcome oriented and coordinated set of activities that promotes movement from school to post school activities. DOR Student Services include the following core services:

- · Job exploration counseling
- Work-based learning experiences
- · Counseling on post-secondary opportunities
- Workplace readiness training
- Instruction in self advocacy.

This contract will focus specifically on the provision of Work-based Learning Experience services.

Students with disabilities, including a substantial number of students who are deaf or have significant hearing impairments, will be referred to Downey WCW by school district staff from Downey High School, Warren High School, Columbus Academy (continuation), and Columbus Adult Education, which includes DUSD Adult Transition Program.

This contract is designed to jointly serve the mutual clients receiving services from Downey Unified School District (DUSD) and the Department of Rehabilitation (DOR), through the DOR Los Angeles South Bay District. Students with disabilities will be referred to DOR by the Work Experience Coordinator during their secondary education with an expectation that work experience services will be provided to those students who have the ability to obtain a work permit. The referral process will include screening of appropriate referrals, collection and sharing of appropriate documentation, and provision of interest/vocational assessments.

<u>For fiscal year 2020-2021</u>, a total of <u>30</u> unduplicated WCW students/DOR participants will be served through this case service contract.

For fiscal year 2021-2022, a total of  $\underline{35}$  unduplicated WCW students/DOR participants will be served through this case service contract.

For fiscal year 2022-2023, a total of  $\underline{40}$  unduplicated WCW students/DOR participants will be served through this case service contract.

#### II. Services to be Provided

# A. DOR Student Services Work-based Learning Experience

#### 1. DESCRIPTION OF SERVICES

DOR Student Services Work-based Learning Experience consists of short-term placements either on or off campus and monitoring of the WCW student/DOR participants performance in the work environment. Work experience may include paid/unpaid internships, paid/unpaid placement, summer work experience, work exploration and job shadowing. The WCW students/DOR participants may participate in more than one work experience situation. Work experiences are intended to be temporary placements to gain experience in the workplace. They may also result in the development of any of the following: vocational direction, appropriate work attitudes, ethics, interpersonal skills, speed, and accuracy, foundational employment skills.

Any paid or non-paid work experience activities will be in compliance with the Department of Labor regulations. For WCW students/DOR participants participating in paid work experience, the contracting school will be the employer of record, and students will be paid minimum wage. Work experiences will be individualized and can vary in duration as well as type of placement. Work experience hours are expected to average up to 100 hours per student per year depending on individual need and interest. The Work Experience Coordinator will evaluate WCW students/DOR participants progress and submit written reports to the DOR counselor on a monthly basis as long as the WCW students/DOR participant is actively participating in contract services.

#### 2. Service Goals/Number to be served

#### During fiscal year 2020-2021, it is expected that:

- DUSD will provide <u>30</u> work experiences to WCW students/DOR participants.
- DUSD will provide <u>30</u> work experiences to WCW students/DOR participants.

#### During fiscal year 2021-2022, it is expected that:

- DUSD will provide <u>35</u> work experiences to WCW students/DOR participants.
- DUSD will provide 35 work experiences to WCW students/DOR participants.

#### During fiscal year 2022-2023, it is expected that:

- DUSD will provide 40 work experiences to WCW students/DOR participants.
- DUSD will provide 40 work experiences to WCW students/DOR participants.

#### **B. Summer Employment Academies**

#### 1. DESCRIPTION OF SERVICES

Summer Employment Academies consist of a series of short-term trainings that will be provided for WCW students/DOR participants who are high school students with disabilities during summer 2020, summer 2021 and summer 2022. The Summer Employment Academies can consist of multiple two (2) week in length sessions up to 4 hours per day. Provision of Summer Employment Academies will include instruction in DOR Student Services including Workplace Readiness Training and Work-based Learning Experience. At the end of training, students will have completed a resume and master application, received soft skills training, participated in a work experience (optional) and will demonstrate the basic skills necessary to seek permanent employment. The

Exhibit A.1 2

target population for these services will be 16-21 year old students with disabilities, many of whom may be deaf or have significant hearing impairments, who are enrolled in high school either receiving special education services or otherwise eligible to receive Section 504 Services and are DOR participants. Summer Employment Academy instruction may be provided individually or in small groups. Program design must address the following vocational rehabilitation DOR Student Services components.

# **DOR Student Services Workplace Readiness Training**

Services include the following but are not be limited to:

- Soft skills needed for successful employment
- Interviewing techniques
- Resume development
- · Application preparation
- Appropriate work behaviors
- Relevant work practices
- Appropriate grooming and hygiene
- Assistance in becoming knowledgeable regarding the impact of employment on a DOR participant's disability and benefits

### DOR Student Services Work-based Learning Experience

Work experience can be provided on or off campus and will include monitoring of the DOR participant's performance in the work environment. Work-based learning experiences are expected to result in the development of the following job readiness attributes:

- Vocational direction
- · Appropriate work attitudes
- Workplace ethics
- Interpersonal skills
- · Speed and accuracy

#### 2. Service Goals/Number to be served

#### During fiscal year 2020-2021, it is expected that:

- 30 WCW students/DOR participants will participate in the Summer Employment Academies
- DUSD will provide <u>0</u> work experiences to WCW students/DOR participants in the Summer Employment Academies.

#### During fiscal year 2021-2022, it is expected that:

- 35 WCW students/DOR participants will participate in the Summer Employment Academies
- DUSD will provide <u>0</u> work experiences to WCW students/DOR participants in the Summer Employment Academies.

#### During fiscal year 2022-2023, it is expected that:

- 40 of WCW students/DOR participants will participate in the Summer Employment Academies
- DUSD will provide <u>0</u> work experiences to WCW students/DOR participants in the Summer Employment Academies.

# III. Contract Administrator/Program Coordinator

Department of Rehabilitation Linda Hori, Rehabilitation Specialist 4300 Long Beach Blvd., #200 Long Beach, CA 90807 (562) 422-8325 (562) 422-7396 fax Linda.Hori@dor.ca.gov

Downey Unified School District Linda Osborn, Career Education Specialist 11627 Brookshire Ave. Downey, CA 90241 (562) 397-1712 (562) 803-8269 fax losborn@dusd.net

# EXHIBIT B (Standard Agreement - Subvention)

#### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### 1. INVOICING AND PAYMENT

#### A. Service Budget Payment of Expenditure

- This is a cost reimbursement Agreement for subvention services. For services satisfactorily completed, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to reimburse the Contractor for actual expenditures incurred subject to the approved Scope of Work, Service Budget, Budget Narrative, and applicable regulations as attached or referenced hereto and made a part of this Agreement.
- 2. All expenses shall be reviewed and approved by the DOR Contract Administrator before payment can be made to the Contractor.
- 3. The Service Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Contractor's Service Budget shall include items directly related to this Agreement to include a Budget Narrative that fully explains why and how the costs are necessary to the Agreement.

#### B. Submission of Invoice(s)

- Monthly invoices must be completed using the DR 801B Service Invoice form (DR801B) and shall provide an actual line-item detail of expenditure(s) that supports the approved Service Budget and Budget Narrative. The DR801B shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to the DOR Contract Administrator or designee (listed in Exhibit A).
- 2. An original DR801B must be submitted and signed by authorized personnel as listed on the Signature Authorization (DR 325) form.
- 3. Supporting documentation must be available upon request at any time by DOR staff, or other State and Federal representatives.
- 4. Federal and State funds are time limited, therefore, invoices (service and certified match) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- 5. If budgetary funds revert due to failure to submit timely invoices or failure to submit a properly prepared invoice, related Federal and State funds will no longer be available for use which will require the contractor to submit a claim through the Victims Compensation and Government Claims Board, where approval to pay is not guaranteed.
- The DOR is committed to issue payments as quickly as possible following the receipt of an accurate and complete invoice of allowable costs as approved by the DOR Contract Administrator.

#### C. Appropriate Expenditures

Budgets must not contain line items that are or will be reimbursed/paid by another source of funding during the period covered by this Agreement. Unexpended funds for a fiscal year shall not be carried over to another fiscal year. Agreement expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA # listed for this Agreement and prepared for the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200) Single Audit.

#### D. Invoice Claim Adjustments

- 1. Surplus funds from a given line item, within a fiscal year budget may be used to defray allowable costs under the approved budget line items contained within the same fiscal year. A claim adjustment is required on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted and may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget for all budget years as long, as there is neither an increase nor decrease of the total annual contract Service Budget. A formal amendment is required if it does not meet the above criteria.
- Staff line item salary ranges and percentage of time are projected estimates and are subject to change based on actual salary and chargeable time costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item 1 above.

#### E. Budget Contract Amendments

A contract amendment between both parties is required for any budget changes not covered in Section D above. This includes any major category or detailed line item description changes to the approved Service Budget and Budget Narrative as outlined below:

- Adding and deleting a major category budget or detailed line item.
- Line item adjustments that exceed a cumulative amount of 10%.
- Decrease/increase to the total annual budget award or the total Agreement award for all budget years.
- Any word for word changes to the written budget narrative or budget cost detail.
   (Note: ALL changes must be made in bold.)

#### F. Travel Reimbursements

If travel is reimbursable, the Contractor agrees that all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at

http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx. No travel outside the State of California except for bordering California states shall be reimbursed without prior documented written authorization from DOR.

Upon request from the DOR, Contractor will provide sufficient documentation to support travel expenditures such as travel claims, mileage logs, and receipts for lodging, transportation, and meal costs.

#### 2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

#### 3. BUDGET CONTINGENCY CLAUSE FOR FEDERALLY FUNDED AGREEMENTS

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

#### 4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

# 5. PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE AGREEMENT

Agreements awarded by the Department shall be subject to actual costs for services rendered under this Agreement. Allowable costs under this Agreement must meet the following general criteria:

- Be generally recognized and necessary for the operation of the Contractor's organization.
- Be reasonable for the performance of the Agreement, including acceptable sound business practices.
- Be subject to the terms and conditions of the Agreement and approved DOR budgeted line items.
- Not be used for general expenses required to carry out other responsibilities of the Contractor.
- · Be properly documented and supported.

Documenting and supporting the distribution of all costs, including the allocation of time chargeable to the Agreement, is required. The Contractor agrees to comply with the 2 CFR 200 cost principles regarding documentation for the support of personnel activity chargeable to the Agreement.

#### 6. ACCOUNTING SYSTEM REQUIREMENTS

- A. Contractor must maintain an appropriate fund accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations, and generally accepted accounting principles. The Contractor's financial management system shall provide:
  - Accurate, current, and complete disclosure of the financial results of each federally sponsored project.
  - Records that identify adequately the source and application of funds for federally sponsored activities.
  - Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable federal cost principles and the terms and conditions of the Agreement.
  - Accurate fund accounting records that track the revenues received from funders/sources and the expenditures paid to vendors for goods and services, and that are supported by adequate source documentation.
- B. Contractor shall submit to State such reports, accounts, and records as deemed necessary by the State to discharge its obligation under State and Federal laws and regulations

STA	STATE OF CALIFORNIA		WE CAN WO	CAN WORK CASE SERVICE CONTRACT	RVICE CONTR	ACT		DEPARTMEN	AT OF REP	DEPARTMENT OF REHABILITATION
SER	SERVICE BUDGET									
	✓ Original	Amendment	nt							
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Dow	Downey Unified School District		31518			95-6006586			1 of 1	
1162	11627 Brookshire Ave	4	<b>Budget Period</b>	P		<b>Budget Period</b>	P	B	<b>Budget Period</b>	po
Dow	Downey, CA 90241	July 1,	July 1, 2020 - June 30, 2021	0, 2021	July 1,	July 1, 2021 - June 30, 2022	30, 2022	July 1, 20	July 1, 2022 - June 30, 2023	30, 2023
		Effective Da	Effective Date (Amendments Only)	ents Only)	Effective D	Effective Date (Amendments Only)	nents Only)	Effective Date (Amendments Only)	ite (Amend	ments Only)
an I		Annual Salary		Amount	Annual Salary		Amount	Annual Salary	Annual	Amount
No.	PERSONNEL-Position Title & Time Base		Annual FTE	Budgeted	PerFTE	Annual FTE	Budgeted	PerFTE	FTE	Budgeted
-	We Can Work Program Manager - 25 hrs			\$1 750 00			\$1 750 00			\$1 750 00
,	We Can Work Coordinator - 1.0 FTE = 35	\$70 BEE 25	9	\$70 RSE 25	\$72 774 91	5	\$72 774 91	\$74 058 15	5	£74 058 15
4	Me Can Work Coordinator - Summer	03:000	2	07:000:51	10.1.1.1	8:	10.1		2	2.000,1
ო	Academy 4.5 hrs/day, 24 days (108 hrs) (@approx \$28/hr (incl. benefits)			\$3,024.00			\$3,024.00			\$3.024.00
	We Can Work Translator Assistant - Summer Academy 4.5 hrs/day, 24 days (108 hrs)			3				2		
4	@approx \$26/hr (incl. benefits)	STATE OF THE PERSON NAMED IN COLUMN NAMED IN C	CATALOG CONTROL CONTRO	\$2,808.00			\$2,808.00			\$2,808.00
	Work Based Learning Services	Estimate cost per student	Approx. Students to be served	Amount Budgeted	Estimate cost per student	Approx. Students to be served	Amount Budgeted	Estimate cost per student	Students to be served	Amount Budgeted
5	Student Wages (20/21 \$14.00 per hr, 21-22 / 22-23 \$15.00 per hr (plus WC/SUI)	\$1,421.00	30	\$42,630.00	\$1,524.00	35	\$53,340.00	\$1,524.00	40	\$60,960.00
9										
7										
80	Subtotal			\$120,867.25			\$133,696.91			\$143,500.15
6	OPERATING EXPENSES									
10										
7										
12										
13	Operating Subtotal				3					
14	Personnel and Operating Subtotal			\$120,867.25			\$133,696.91			\$143,500.15
15	Indirect Rate Percentage			4.19%		الدين	4.19%			4.19%
16	Indirect Cost			\$5,064.34			\$5,601.90			\$6,012.66
17	TOTAL (rounded to nearest dollar)			\$125,932			\$139,299			\$149,513

# WE CAN WORK CASE SERVICE CONTRACT SERVICE BUDGET NARRATIVE

#### **BENEFITS**

Benefit costs are calculated as follows:

STRS 18.4% (Certificated only) PERS 20.7% (Classified only)

OASDI 6.200% MC 1.450% SUI 0.050% Workers Comp 1.600%

Health insurance benefits are based on an annual premium and paid on a 10-month basis. The average cost is approximately \$1,660 per month.

#### PERSONNEL

### We Can Work Program Manager (Certificated):

- 1. Provides technical direction to WCW staff regarding contract goals, guidelines, and reporting requirements.
- 2. Oversees/monitors activities of the WCW staff.
- 3. Facilitates development of a job bank for potential WCW placement opportunities.
- 4. Tracks WCW students' progress in work experience.
- 5. Serves as liaison for collaboration among WCW staff, DOR personnel, and WCW community partners.

# We Can Work Coordinator (Classified/100% assigned to the WCW contract):

- 1. Provides Workplace Readiness Training for WCW students.
- 2. Maintains a job bank for WCW students in Work Experience.
- 3. Places WCW students in Work Experience.
- 4. Monitors and evaluates the WCW student in Work Experience.
- 5. Provides monthly progress reports to referring DOR counselor.

# We Can Work Coordinator - Summer Academy (Classified/100% WCW contract):

- Collaborates with WCW Program Manager and other pertinent staff to plan and implement Summer Academy program for WCW students.
- 2. Provides a series of short-term trainings (DOR Student Services) for WCW students during the extended school year (ESY June/July), including Workplace Readiness Training and support for Work-based Learning Experience, as needed.
- 3. Provides monthly progress reports to referring DOR counselor.

# We Can Work Translator Assistant - Summer Academy (Classified):

- 1. Assists in providing Workplace Readiness Training for WCW students, with special focus on support for deaf and hearing impaired (D/HH) students, as needed.
- 2. Provides support for WCW D/HH students in preparing for Work-based Learning Experience, as needed.
- 3. Collaborates with other staff to monitor and support WCW students' progress in Summer Academy.

#### Student Wages:

Estimated cost per WCW student for wages based on the approximate number of WCW students to be served per fiscal year. Cost of WCW student wages at minimum wage plus Workers Comp (1.6%) and SUI (0.050%). WCW students will be paid minimum wage for up to 100 hours per student. The student may be provided more than one work experience within this 100-hour limit (e.g., 2 work experiences for 50 hours each).

#### Indirect Costs:

Indirect cost rate of Downey USD, as calculated and approved annually by the California Department of Education (CDE).

#### **EXHIBIT C**

# **GENERAL TERMS AND CONDITIONS (GTC 4/2017)**

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <a href="https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language">https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language</a>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 4/2017.

# EXHIBIT D (Standard Agreement - Subvention)

### SPECIAL TERMS AND CONDITIONS

### 1. NOTIFICATION & COMPLIANCE

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

#### 2. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this Agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Administrator. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the DOR Contract Administrator, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Administrator's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor the DOR Supervisor shall make a determination on the problem and shall respond in writing to the Contractor indicating the decision and reasons, therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level following the procedure in "Disputes", paragraph B listed below.
- B. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Contract Administrator's Supervisor's written decision. Contractor must submit a letter of appeal to the Department's Contract Officer explaining the disagreement with the Contract Administrator's supervisor's decision. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. The Contracting Officer shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

#### 3. RIGHT TO TERMINATE

- A. Either party reserves the right to terminate this Agreement subject to 30 days written notice.
- B. However, the Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### 4. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

#### 5. INSURANCE REQUIREMENTS

#### General Provisions Applying to All Policies

- A. Coverage Term Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. Policy Cancellation or Termination & Notice of Non-Renewal Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- **C. Deductible** Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Insurance Carrier Required Rating All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- **E. Endorsements** Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- F. Inadequate Insurance Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- G. Satisfying an SIR All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- H. Available Coverages/Limits All coverage and limits available to the contractor shall also be available and applicable to the State.
- I. Subcontractors In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
  - i. <u>Commercial General Liability</u> Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and

property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.

Endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. The endorsement must be acceptable to the DGS Office of Risk and Insurance Management.

- ii. <u>Automobile Liability</u> (If Applicable) For DOR consumers being provided transportation under said Agreement, the Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles to include the following additional insurance coverage below:
- For public schools and for-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity up to 7 people (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 8 –15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,500,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.
- For non-profit organizations: Automobile Liability insurance must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the Agreement. For seating capacity of up to 15 people (includes driver) the certificate of insurance shall state a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. For seating capacity for 16 passengers or more the certificate of insurance shall state a limit of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage liability combined.

The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

iii. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

The workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

iv. <u>Self-insurance</u> - Contractor shall supply the consent letter of self-insurance or the Certificate of Consent to Self-Insure. The Waiver of Subrogation is not required.

#### 6. CONFLICT OF INTEREST

- A. Contractor certifies that it's employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

#### 7. CONFIDENTIALITY

- A. Contractor agrees to comply with the provisions applicable to <u>consumer information</u> as set forth in 34 Code of Federal Regulations, Section 361.38 and Title 9, California Code of Regulations, Section 7140 et seq., and <u>personal information</u> as set forth in the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.).
- B. Contractor agrees that any personal information, as defined by the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.) and this Agreement, obtained in the performance of this Agreement is classified as confidential and shall not be subject to disclosure to any source except as required by this contract or otherwise authorized by DOR.
- C. Contractor agrees to remove all confidential, sensitive, or personal information from any reports, publications, or other materials created during the performance of this contract prior to being released to the scientific and academic community, or other individuals or entities. The removal method(s) must be reasonable and appropriate to ensure that any confidential, sensitive, or personal information cannot be recovered, accessed, used or disclosed, which would result in a security breach or an information security incident.
- D. Subject to the applicable requirements of the regulations cited above, Contractor agrees to report any security breach or information security incident involving confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at <a href="mailto:iso@dor.ca.gov">iso@dor.ca.gov</a>.
- E. Security breaches or information security incidents that shall be reported include, but are not limited to:
  - Inappropriate use or unauthorized disclosure of confidential, sensitive, or personal
    information (e.g., consumer information) obtained in the performance of this contract by
    the Contractor or the Contractor's assignees. Disclosure methods include, but are not
    limited to, electronic, paper, and verbal.

- Unauthorized access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. Information can be held in medium that includes, but is not limited to, electronic and paper.
- 3. Loss or theft of information technology (IT) equipment, electronic devices/media, paper media, or data containing confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract. IT equipment and electronic devices/media include, but are not limited to, computers (e.g., laptops, desktops, tablets), smartphones, cell phones, CDs, DVDs, USB flash drives, servers, printers, peripherals, assistive technology devices (e.g., notetakers, videophones), and copiers. Data can be held in medium that includes, but is not limited to, electronic and paper.
- F. Contractor agrees to provide annual security and privacy training for all individuals who have access to confidential, sensitive, or personal information (e.g., consumer information) obtained in the performance of this contract.
- G. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies.
- H. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website in the "Requirements for Becoming a Service Provider" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <a href="https://www.dor.ca.gov/Home/SecurityandPrivacy">https://www.dor.ca.gov/Home/SecurityandPrivacy</a>.
- I. Additional training and awareness tools are available at the California Information Security Office (CISO) website and the California Department of Justice – Privacy Enforcement and Protection website. These state entities created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

#### 8. AUDIT AND REVIEW REQUIREMENTS

- A. General Audit and Review Requirements
  - The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided, and the expenditures invoiced by the Contractor were in compliance with this Agreement and other applicable federal or state statutes and regulations.
  - 2. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement, including but not limited to, accounting records, consumer service records, records and evaluations of individuals referred to the program, and other supporting documentation that may be relevant to the audit or investigation.
  - The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB cost principles and administrative requirements.

- Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.
- 5. Contractor agrees to maintain such records for possible audit for a minimum of five (5) years after final payment or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit, or any other action involving the records prior to expiration of the five (5) year period, whichever is later.
- B. Annual Federal Audit (For Agreements that received Federal Funds \$750,000 and above):
  - In addition to the General Audit and Review Requirements above, the Contractor agrees
    to provide an annual audit as required by the federal "Single Audit Act" of 1994, as
    amended. This audit shall be made in accordance with 2 CFR 200.

### 9. COMPETITIVE BIDDING AND PROCUREMENTS

- A. Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's Agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this Agreement. A minimum of two competitive quotations is required for any purchase order or subcontract for services over \$2,500, and should be submitted to the DOR contract administrator or adequate justification provided for the absence of bidding.
- B. Contractors must maintain a copy of the narrative description of the procurement systems guidelines, rules or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- C. The Contractor should seek prior approval for any purchase or subcontract exceeding \$2,500 per unit or more for commodities, supplies, and services related to this Agreement. The Contractor must provide in its request for approval all particulars necessary, as specified by DOR, for evaluating the necessity or desirability of incurring such costs.
- D. For all purchases made, subject to this Agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

### 10.USE OF SUBCONTRACTOR(S)

If the Contractor desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- A. The Contractor shall submit any subcontracts to the State for approval prior to starting any of the work;
- B. The Agreement between the primary Contractor and the subcontractor must be in writing;
- C. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- D. Upon termination of any subcontract, the State shall be notified immediately, in writing.

E. Contractor shall assure that all subcontractor administrative fees are reasonable considering the services being provided, and they may only pay overhead charges on the first \$25,000 for each subcontract.

Further, any subcontract in excess of \$100,000 entered into as a result of this Agreement shall contain all applicable provisions stipulated in this Agreement.

#### 11. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

#### 12. CONTRACT AMENDMENTS

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but is, in the opinion of both parties necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

#### 13. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### 14.THEFT SENSITIVE ITEMS

DOR is requiring nonexpendable electronic items purchased to be listed under a separate line item titled "Theft Sensitive Items". Contractor shall maintain an inventory record for each nonexpendable item purchased or built with funds provided under the terms of the contract. The inventory record of each item shall include the date acquired, total cost, serial number, model identification and any other information or description necessary to identify said item. A copy of the inventory record must be submitted annually to the State Contract Administrator.

The following items, regardless of cost must be inventoried:

- Computers/printers
- 2. Laptops/tablets
- 3. Copiers/fax
- 4. Smart phones/cell phones
- 5. Other electronic items required to provide contract services

Upon termination of the agreement, DOR may request equipment be returned to DOR or authorize the continued use of equipment for work to be performed under a different agreement.

DOR reserves title to equipment purchased under this agreement that are not fully consumed during the life of the agreement.

#### 15. ATTRIBUTION

The Contractor agrees to acknowledge the sponsorship of DOR with respect to any public statement, press release, news item, or publication related to a program funded all or in part with funds from DOR. Contractor further agrees to identify the role of DOR with respect to any individual highlighted or publicized by or through Contractor, when such individual is a DOR consumer.

# 16. UNRUH CIVIL RIGHTS ACT AND THE FAIR EMPLOYMENT & HOUSING ACT

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

If the contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

# EXHIBIT E (Standard Agreement - Subvention)

### ADDITIONAL PROVISIONS - Federally Funded Agreements

#### 1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the Title 2 Code of Federal Regulations, Part 200 (2 CFR 200), except where the Agreement is more restrictive. The federal regulations are available for review on the Internet at <a href="https://www.ecfr.gov">www.ecfr.gov</a> under Title 2-Grants and Agreements.

#### 2. FEDERAL FUNDING INTELLECTUAL PROPERTY

- A. In any Agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the Agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Evaluation of Discovery or Invention: If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions. By signing this Agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the Agreement shall be made by RSA or its authorized representative.
- C. Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - The copyright in any work developed under a grant, subgrant, or Agreement under a grant or subgrant; and
  - 2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

#### 3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

#### 4. PROHIBITION ON TAX DELINQUENCY

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <a href="https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html">https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html</a>

(Department of Tax and Fee Administration) <a href="https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm">https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm</a>

# 5. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

- A. Equal Employment Opportunity--All Agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Chapter 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, Part 60-1 Obligations of Contractors and Subcontractors, Subpart A. Preliminary Matters; Equal Opportunity Clause; Compliance Reports.
- B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
- C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this Agreement, the Contractor who is awarded an Agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- D. All contractors shall comply with the following statutes and regulations:
  - Subject: Discrimination on the basis of race, color, or national origin.
     Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
     Regulation: 34 CFR part 100.
  - Subject: Discrimination on the basis of sex Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683). Regulations: 34 CFR part 106.
  - Subject: Discrimination on the basis of handicap.
     Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
     Regulation: 34 CFR part 104handicap.
  - Subject: Discrimination on the basis of age. Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.). Regulation: 34 CFR part 110

## 6. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this Agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

# 7. AMERICANS WITH DISABILITIES ACT (ADA)

By signing this Agreement, Contractor/Grantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as, all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). In compliance with the Rehabilitation Act of 1973, 29 U.S.C. §794 et seq. and Government Code, Section 11135 et seq.; Section 504 imposes affirmative disability-related responsibilities on recipients of federal financial assistance as well as federal programs and activities and prohibits disability-based discrimination; and Section 508, requires electronic and information technology be accessible to people with disabilities.

# EXHIBIT F (COOP/Case Services Agreements-Subvention)

## ADDITIONAL PROVISIONS - COOPERATIVE/CASE SERVICES

### 1. MATCH REQUIREMENTS

Contractor shall submit the certified expenditure invoice on a timely basis (i.e. same time as submission of service budget invoice) for proper DOR processing. To ensure sufficient match is available to leverage federal funding, the contractor is required to submit 100% of their obligated certified/cash match to meet their full budgeted amount by the end of each fiscal year. Refer to the Contract Handbook for Case Services and Cooperative Program Agreements for more information regarding certified/cash match requirements.

### For Agreements that include CERTIFIED EXPENDITURE MATCH:

- A. Contractor shall certify to the State, on a monthly basis as specified in Exhibit B & G, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations. All such expenditures shall be under the administrative supervision of the State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.
- B. The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget may be reduced after review by the DOR Contract Administrator. The State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.
- C. Contractor contributions, including any excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary", will be used by the State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

### For Agreements that include CASH MATCH:

- A. Each fiscal year Contractor will pay to State, no less than quarterly and in advance, upon receipt of an invoice from the State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by the State from the Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.
- B. The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary."

#### 2. INDIRECT COSTS

Indirect costs are allowable expenses incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR 200. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary fixed rate and there is a 15% cap on the service budget. There is no cap on the certified match, however, indirect costs over 40% require a copy of the rate approval document from the cognizant federal agency or state department designee (e.g. California Department of Education {CDE} or established through an independent audit).

### 3. CONTRACT HANDBOOK

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Contract Handbook and its additional policy requirements and conditions for Case Services/Cooperative Program Agreements as applicable for the Fiscal Year(s) covered under this Agreement. Match requirements are applicable to Cooperative Programs Agreements only.

### 4. DOR'S CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all Agreement provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all Agreement activities, including the performance of the Agreement services, invoice reviews and approvals, monitoring activities, and other Agreement administration activities.
- B. Monitor the Agreement to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the Agreement, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/consumers during the Agreement period are based on reasonable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices (DR801B) and Certified Expenditure Summaries, if applicable, are received no later than November 1<sup>st</sup>, to allow for payment and draw down prior to the close out of Federal/State funds.
- E. Verify that the contractor has fulfilled all requirements of the Agreement before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the Agreement.
- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this Agreement. If not, contact the

appropriate Collaborative Services Program Specialist. (Cooperative Program Agreements only)

- H. Identify low usage levels and consider partial disencumbrance of Agreement funds.
- Periodically review personnel activity reports for staff funded by the Agreement to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB cost principle.
- J. Verify that all Agreement staff are providing services in accordance to their duties specified in the Agreement, including ensuring that:
  - Personnel duty statements or a copy of the Agreement Budget Narrative/Agreement Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the Agreement.
  - Verify that job duties, as provided by the Agreement staff, match Agreement duty statements and service descriptions.
  - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.
  - Verify that Contract staff provide services only to authorized DOR consumers.

### EXHIBIT G ADDITIONAL PROVISIONS

### I. CONTRACT MONITORING AND REPORTING

The Contract Administrator/Program Manager shall monitor the contract by:

- Submitting Service Invoices (801B) on a monthly basis, with a list of DOR participants served that month
- Ensuring Personnel Activity Reports or time reporting documents and a list of DOR participants served are prepared and maintained by Contract staff in accordance with 2CFR200 and reflect accurate reporting
- Submitting Personnel Activity Reports or time reporting documents, supporting documentation, and a list of DOR participants served as requested by DOR contract administrator
- Preparing and submitting to the assigned vocational rehabilitation counselor monthly
  progress reports for DOR participants receiving contract services. Progress reports should
  include DOR participant's name and other necessary or required information to document
  the services provided and individual DOR participant progress in those services

### II. TRANSPORTATION

The Contractor will not provide transportation to DOR participants.



III. 6. REVIEW proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.  $\mathscr{O}$ 

# **Supporting Documents**



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### Downey Unified School District

### CERTIFICATED PERSONNEL

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

BP 4110.1

It shall be the policy of the Board of Education to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with the law. The Board of Education and the Superintendent prohibit discrimination, sexual harassment and/or harassment against any employee and/or job applicant in conformance with law as enforced by the Department of Fair Employment and Housing (DFEH). Downey Unified School District shall protect employees and prospective employees from illegal discrimination, sexual harassment and harassment in employment based on your actual or perceived:

- Age (40 and above)
- Ancestry
- Color
- · Denial of family and care leave
- Denial of pregnancy disability leave or reasonable accommodation
- Disability (physical and mental, including HIV and AIDS)
- · Genetic information
- · Gender, gender identity, and gender expression
- Marital status
- Medical condition (genetic characteristics, cancer or a record of history of cancer)
- · Military or Veteran Status
- National origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- Race
- Religion (includes religious dress and grooming practices)
- Sex (includes pregnancy, childbirth, breastfeeding and/or related medical condition)
- Sexual orientation

Any incident related to discrimination, sexual harassment or harassment should be reported to:

Rena Thompson, Ed.D. Alyda R. Mir
Assistant Superintendent, Certificated Human Resources
Title IX Compliance Officer
11527 Brookshire Avenue
Downey, CA 90241

(562) 469-65421 rethompson@dusd.net-almir@dusd.net

Adopted: 12/15/75, 9/16/08, 12/10/13, 12/19/17

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 4110.1

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

#### **Definitions**

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

- Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
- 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
- Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the District.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

- Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
- 2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

#### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 4110.1

### Definitions - continued

 Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

### Training

The Superintendent or designee shall ensure that all employees receive training regarding the District's sexual harassment policies when hired and periodically thereafter. The training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the District's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the District, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

The District's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

 Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT AR 4110.1

### Training - continued

- The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
- A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
- Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
- 5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
- A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
- 7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT AR 4110.1

### **Notifications**

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

- Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
- 2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
- Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

- 1. The illegality of sexual harassment
- The definition of sexual harassment under applicable state and federal law
- 3. A description of sexual harassment, with examples
- 4. The district's complaint process available to the employee
- The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
- 6. Directions on how to contact DFEH and the EEOC
- 7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT AR 4110.1

Notifications - continued

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Any incident related to discrimination, sexual harassment or harassment should be reported to:

Rena Thompson, Ed.D. Alyda R. Mir
Assistant Superintendent, Certificated Human Resources
Title IX Compliance Officer
11527 Brookshire Avenue
Downey, CA 90241

(562) 469-6541 <u>rethompson@dusd.net</u> almir@dusd.net

Adopted: 5/15/18

### Downey Unified School District

#### **CLASSIFIED PERSONNEL**

### DISCRIMINATION AND HARASSMENT IN EMPLOYMENT

BP 5210

It shall be the policy of the Board of Education to provide a positive work environment where employees and job applicants are assured of equal access and opportunities and are free from harassment in accordance with the law. The Board of Education and the Superintendent prohibit discrimination, sexual harassment and/or harassment against any employee and/or job applicant in conformance with law as enforced by the Department of Fair Employment and Housing (DFEH). Downey Unified School District shall protect employees and prospective employees from illegal discrimination, sexual harassment and harassment in employment based on your actual or perceived:

- Age (40 and above)
- Ancestry
- Color
- Denial of family and care leave
- Denial of pregnancy disability leave or reasonable accommodation
- Disability (physical and mental, including HIV and AIDS)
- Genetic information
- · Gender, gender identity, and gender expression
- Marital status
- Medical condition (genetic characteristics, cancer or a record of history of cancer)
- Military or Veteran Status
- National origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law)
- Race
- Religion (includes religious dress and grooming practices)
- Sex (includes pregnancy, childbirth, breastfeeding and/or related medical condition)
- Sexual orientation

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Rena Thompson, Ed.D. Alyda R. Mir
Assistant Superintendent, Certificated Human Resources
Title IX Compliance Officer
11527 Brookshire Avenue
Downey, CA 90241

(562) 469-6542 1 rethompson@dusd.net almir@dusd.net

Adopted: 1/5/76, 9/16/08, 4/17/12, 12/10/13, 12/19/17

#### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 5210

This administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

### **Definitions**

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 2 CCR 11034)

- 1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
- 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.
- 3. Submission to or rejection of the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the District.

Prohibited sexual harassment also includes conduct which, regardless of whether or not it is motivated by sexual desire, is so severe or pervasive as to unreasonably interfere with the victim's work performance or create an intimidating, hostile, or offensive work environment.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

- Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
- Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 5210

### Definitions - continued

3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

### **Training**

The Superintendent or designee shall ensure that all employees receive training regarding the District's sexual harassment policies when hired and periodically thereafter. The training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the District's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A supervisory employee is any employee having the authority, in the interest of the District, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 12926)

The District's sexual harassment training and education program for supervisory employees shall be aimed at assisting them in preventing and effectively responding to incidents of sexual harassment, as well as implementing mechanisms to promptly address and correct wrongful behavior. The training shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

 Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment, the remedies available to sexual harassment victims in civil actions, and potential district and/or individual exposure or liability

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 5210

### Training - continued

- 2. The types of conduct that constitute sexual harassment and practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
- 3. A supervisor's obligation to report sexual harassment, discrimination, and retaliation of which he/she becomes aware and what to do if the supervisor himself/herself is personally accused of harassment
- 4. Strategies for preventing harassment, discrimination, and retaliation and appropriate steps to ensure that remedial measures are taken to correct harassing behavior, including an effective process for investigation of a complaint
- 5. The essential elements of the district's anti-harassment policy, including the limited confidentiality of the complaint process and resources for victims of unlawful sexual harassment, such as to whom they should report any alleged sexual harassment, and how to use the policy if a harassment complaint is filed
- 6. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
- 7. The definition and prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

#### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 5210

### Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

- Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
- 2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired
- Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

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- 1. The illegality of sexual harassment
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- 3. A description of sexual harassment, with examples
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- 5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
- 6. Directions on how to contact DFEH and the EEOC
- 7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

### DISCRIMINATION AND SEXUAL HARASSMENT IN EMPLOYMENT

AR 5210

Notifications - continued

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)

Any incident related to discrimination, sexual harassment or harassment should be reported to:

Rena Thompson, Ed.D. Alyda R. Mir
Assistant Superintendent, Certificated Human Resources
Title IX Compliance Officer
11527 Brookshire Avenue
Downey, CA 90241

(562) 469-65421 rethompson@dusd.net almir@dusd.net

Adopted: 5/15/18



III. 7. REVIEW proposed revisions to Administrative Regulation 8210, Election of Officers - Annual Meeting.  $\mathscr O$ 

## **Supporting Documents**



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# Downey Unified School District BYLAWS OF THE BOARD OF EDUCATION

### **ELECTION OF OFFICERS - ANNUAL MEETING**

AR 8210

It shall be the policy of the Board of Education, at its first regular meeting following the first second Friday in December, to organize by electing one of the members as President and one as Vice President and one as Clerk, each of whom may serve for a period of one year. The Superintendent shall serve as Secretary of the Board for this meeting.

At this meeting the former President of the Board, if still a member, shall call the meeting to order. The chairman shall call for n Nominations shall be made for the coming year to elect for a President and Vice President and Clerk, who shall be elected by the affirmative vote of a majority of the Board. If the former President is not a member, or in his/her absence, the Vice President shall perform this duty. If both the former President and Vice President are not members, or in their absence, the Clerk will act as chairman. In the event all former officers are not members, or in their absence, the Superintendent will serve as chairman pro tempore until the first officer is elected.

In addition to the election of these officers, the Superintendent shall be appointed to act as Secretary to the Board.

Approved: 6/21/76, 1/21/92

## Vision, Mission and Shared Values

#### VISION

All students graduate with a 21<sup>st</sup> 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.

## 2020-21 BOARD OF EDUCATION GOALS

- 1. Implementation of a rigorous Distance Learning program that supports the academic and Social Emotional Learning (SEL) needs of all students.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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 implement additional innovative programs at the elementary and secondary levels; including before and after school care and extended learning options for projected implementation upon students physical return to schools.