BOARD OF EDUCATION

DOWNEY UNIFIED SCHOOL DISTRICT

AGENDA
December 08, 2020 - REGULAR MEETING

MEETING HELD VIRTUALLY

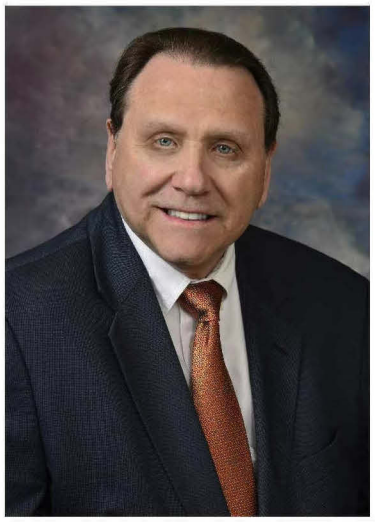
Board of Education



Vice President
Tod M. Corrin



President
Donald E. LaPlante



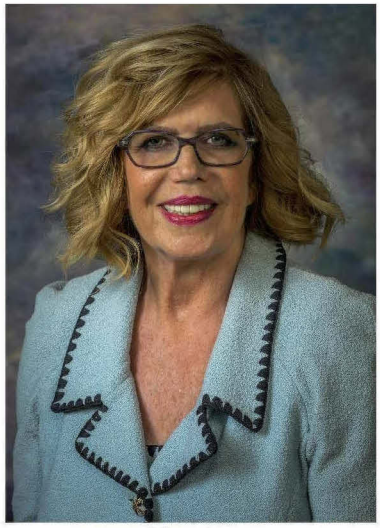
Clerk
D. Mark Morris



Member
Giovanna Perez-Saab



Member
Barbara R. Samperi



Member
Martha E. Sodetani



Member
Nancy A. Swenson



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

Downey Unified
SCHOOL DISTRICT

Board of Education Meeting

12/8/2020

Closed Session - 4:00 pm

Open Session - approximately 5:00 pm

Meeting held Virtually
Electronically or Telephonically

In accordance with Governor Newsom's Executive Order N-29-20, and as a response to mitigate the spread of Coronavirus known as COVID-19 by practicing social distancing, the meeting of the Board of Education will be conducted virtually. There will be no public meeting space.

How to Connect to the Meeting electronically/telephonically:

Zoom Information:
https://dusd-net.zoom.us/j/83929478678?pwd=a0RtaTNSbmRGN2Q5cjhhd0QzTUdFZz09
Passcode: 390942

Telephone Number: (408) 638-0968 or (669) 900-6833
Webinar ID: 839 2947 8678
Passcode: 390942

Public Comment:

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to **publiccomment1208@dusd.net** by Tuesday, December 8, 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

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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, December 8, 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 Mr. Tod M. Corrin, Vice President of the Board of Education.

3. INVOCATION
   Invocation to be delivered by Ms. Nancy A. Swenson, 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 #11 for the Regular Meeting of the Board of Education held on December 8, 2020.

II. 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)

III. GENERAL BOARD FUNCTIONS

1. APPROVE Official Minutes of the Regular Board of Education Meeting held November 10, 2020, as submitted or with necessary corrections. 11

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

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

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

5. NOMINATE Candidates to CSBA Delegate Assembly.

IV. CONSENT AGENDA

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through November 2020. 25

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. 28

3. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-36 with Spectrum Center - Rossier Park Elementary School from July 1, 2020 through June 30, 2021. (under separate cover)

4. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-37 with Spectrum Center - Rossier Park High School from July 1, 2020 through June 30, 2021. (under separate cover)

5. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-158 with Telos U from July 1, 2020 through June 30, 2021. (under separate cover)

6. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-30 with Cleta Harder School from July 1, 2020 through December 31, 2020.

7. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-31 with Speech and Language Development Center from July 1, 2020 through June 30, 2021.

8. APPROVE Settlement Agreement from the Office of Administrative Hearings Case No. 2020100322.

9. APPROVE Settlement Agreement from the Office of Administrative Hearings Case No. 2020100682.

10. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year, from October 27, 2020 through November 24, 2020.

11. APPROVE proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment. 31

12. APPROVE proposed revisions to Administrative Regulation 8210, Election of Officers. 44

13. 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 September 2020, covered by Payroll Orders issued through October 2020. 46

14. RATIFY the B Warrants for Downey Unified School District, falling between warrant numbers 20130894 and 20138628 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2020 and ending October 31, 2020. 48

15. APPROVE Agreement with Super Co-Op, A California USDA Foods Cooperative, to continue membership in the Co-Op for the 2021-22 school year, to be charged to the Food Services Fund. 50

16. RATIFY Amendment #3 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from November 2, 2020 through April 8, 2021. 54

17. APPROVE Agreement for Architectural Services with Rachlin Partners, Culver City, to provide architectural services for a two-story classroom building project at Stauffer Middle School, in the initial fee amount of $906,257.56, to be charged to Measure O Bond Funds. 57

18. RATIFY Service Agreement No. 202021-213 with Alliance Race Timing to provide on-line registration and race management for the TLC 5K Run from November 2, 2020 through March 5, 2021. 164

19. RATIFY Agreement No. 202021-214 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and the Alhambra Unified School District to utilize the services of the Deaf and Hard of Hearing program from July 1, 2020 through June 30, 2021. 170

20. RATIFY Service Agreement No. 202021-215 with Total Clean to provide service and repairs to District pressure washers from November 3, 2020 through June 30, 2021. 182

21. RATIFY Service Agreement No. 202021-216 with Ms. Elizabeth Gallardo to provide compensatory speech and language services for a DUSD student from November 15, 2020 through June 1, 2021. 188

22. RATIFY Agreement for Independent Consultant Services No. 202021-217 with Walter J. Shaw, DDS, to provide a radiation safety course at the Downey Adult School for the Orthodontic Assistant Program from November 1, 2020 through June 30, 2021. 194

23. RATIFY Service Agreement No. 202021-218 with Sign Up Interpreting for signing and oral interpreting services to the Deaf and Hard of Hearing Program from November 2, 2020 through June 30, 2021. 200

24. RATIFY Agreement for Construction Services No. 202021-220 with KYA Services, LLC, Santa Ana, to remove, provide and install new wood flooring in the Gymnasium at Warren High School, in the amount of $618,460.50, to be charged to Deferred Maintenance Funds. 209

25. RATIFY Service Agreement No. 202021-221 with QuickCaption, Inc. to provide Communication Access Realtime Translation (CART) services to DHH students, effective November 2, 2020 through June 30, 2021. 261

26. RATIFY Agreement for Construction Services No. 202021-222 with KYA Services, LLC, Santa Ana, to provide and install new flooring in Buildings A South, B South, C North, C South, D North, D South, E North, E South, F North and F South at Stauffer Middle School, in the amount of $349,172.63, to be charged to Measure O Bond Funds. 278

27. RATIFY Agreement for Construction Services (Small Projects) No. 202021-224 with Century Paving, Inc., La Mirada, to provide paving repairs to the north parking lot at Williams Elementary School, in the amount of $6,400.00, to be charged to Deferred Maintenance Funds. (under separate cover)

28. RATIFY Agreement No. 202021-225 with Qualtrics to provide a contract tracing software platform and related training services from November 30, 2020 through June 30, 2022. 333

29. RATIFY Service Agreement No. 202021-226 with Sierra Madra Learning Center, dba TOTAL Programs LLC, to provide an independent educational evaluation of a DUSD student from November 17, 2020 through June 30, 2021. 360

30. APPROVE Agreement for Construction Services (Small Projects) No. 202021-227 with Century Paving, Inc., La Mirada, to provide new asphalt in the north staff parking lot at Stauffer Middle School, in the amount of $24,990.00, to be charged to Deferred Maintenance Funds. (under separate cover)

31. APPROVE Agreement for Construction Services (Small Projects) No. 202021-228 with McCullah Fence Company, Bell Gardens, to provide new swing gate and poles for Kindergarten release at Imperial Elementary School, in the amount of $1,460.00, to be charged to Restricted Maintenance Funds. (under separate cover)

32. RATIFY Service Agreement No. 202021-229 with Collins Company to provide and install a wind screen at Warren High School from November 10, 2020 though December 10, 2020. 367

33. RATIFY Agreement for Independent Consultant Services No. 202021-230 with Ms. Jenette Reneau to serve as a lecturer for first aid/CPR re-certification for District clerical office staff from November 1, 2020 through March 1, 2021. 373

34. APPROVE Agreement for Construction Services (Small Projects) No. 202021-231 with KYA Services, LLC, Santa Ana, to provide and install a new walk-off mat at Stauffer Middle School, in the amount of $1,840.49 to be charged to Measure O Bond Funds. (under separate cover)

35. APPROVE Agreement for Construction Services (Small Projects) No. 202021-233 with Miner, LTD, Norwalk, to provide preventative maintenance and repairs to electric roll up doors throughout the district, in the amount of $2,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)

36. APPROVE addendum to statement of work under the master consulting services agreement dated June 3, 2015 with American Fidelity Administrative Services, LLC. 381

37. APPROVE the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $200,436.61, to be charged to the Measure O Bond Funds. 384

38. APPROVE the purchase of classroom and office furniture for the Griffiths Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $169,482.43, to be charged to the Measure O Bond Funds. 386

39. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-1640101-22 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the

anticipated annual amount of $200,000.00, 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 fill orders for diesel and gasoline fuel with the same advantages, terms and conditions. 388

40. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Notable, Inc. dba Kami, Walnut, in the anticipated annual amount of $17,444.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions. 390

41. APPROVE Change Order #32 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the decreased amount of $35,785.00, to be credited to Measure O Bond Funds. 412

42. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools - Gauldin Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $1,400.00 to be credited to the Deferred Maintenance Funds. 414

43. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools - Lewis Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $3,100.00 to be credited to the Deferred Maintenance Funds. 416

44. ACCEPT as complete the exterior painting of Gauldin Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $155,500.00, 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. 418

45. ACCEPT as complete the exterior painting of Lewis Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $73,800.00, 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. 420

46. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-131 for tree trimming services at Ward Elementary School with V&E Tree Service, Inc., in the final amount of $15,000.00, 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. 422

47. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-166, to furnish and install gate panels, a post, and core drilling for new entryway near main office at Rio San Gabriel Elementary School, with McCullah Fence Co., Bell Gardens,

in the final amount of $3,670.00, 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.

48. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-195, construction of a water barrier wall next to Building A at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $12,460.50, 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. 424

49. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-196, construction of a new center landscape planter and synthetic turf at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $29,707.59, 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. 426

50. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-191 for topping and trimming an overhanging juniper tree by the turn-around at Unsworth Elementary School, with George's Tree & Landscaping Service, Downey, 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. 428

51. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-206 for seismic valve removal and replacement outside of the gymnasium building at Columbus High School, with MBS Engineering, Inc., San Ramon, in the final amount of $9,837.60, 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. 430

52. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-207, to install District-supplied carpeting in Room 10 at Gauldin Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $1,200.00, 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. 432

53. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-305, for the purchase and installation of a new bottle filler at Stauffer Middle School, with Craig Warren, Inc., dba Sandalwood Construction, Cerritos, in the final amount of $2,240.00, 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. 434

54. APPROVE the December 2020 budget transfers and adjustments for the 2020-21 fiscal year. 436

55. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education. 466

V. SPECIAL ADMINISTRATIVE SERVICES - Instruction

1. DISCUSS the Return to School Plan for the 2020-21 school year and DIRECT staff as appropriate.

2. RECEIVE Budget Overview for Parents for 2020-21 (under separate cover); and APPROVE the revenue and budgeted expenditures referenced in the Budget Overview for Parents that are tied to the DUSD First Interim Report, Learning Continuity Plan and the 2019-2020 LCAP. 478

3. APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2020-2021. 480

VI. SPECIAL ADMINISTRATIVE SERVICES - Business

1. RECEIVE Administrative Report: 2020-21 First Period Interim Financial Report as of October 31, 2020 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year. 482

VII. NEXT MEETING

The next meeting of the Board of Education will be an Organizational Meeting to be held on Tuesday, December 15, 2020, at 5:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VIII. CLOSED SESSION (if necessary)

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)

IX. ADJOURNMENT

ADJOURN the Regular Meeting of the Board of Education at the specified hour with the

Downey Unified SCHOOL DISTRICT

Meeting Minutes

Regular Board of Education Meeting
11/10/2020 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 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 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).

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, 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 was led by Ms. Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Martha E. Sodetani, Member of the Board of Education.

4. ROLL CALL

   Present

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

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

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

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

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.

   Motion made by: Giovanna Perez-Saab
   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

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.

These was no correspondence to be received.

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

Mrs. Samperi congratulated Mrs. Perez-Saab for being re-elected and Jose Rodriguez and Linda Saldana for being elected to the Board of Education. She thanked Arturo Venegas for creating our new Telephone Directory. Mrs. Samperi expressed her appreciation for the number of meals we have served to our students and thanked Downey High for *The Viking Voice* newsletter that included "pillars of health." She enjoyed Zooming into Lynn Huang's classroom and was very impressed with what she is doing for her special education students. Mrs. Samperi thanked the community for over $190,000 in donations on tonight's agenda including a donation from John Kennedy in memory of Linda Kennedy and the grants from the Stauffer Foundation.

Mrs. Sodetani congratulated Mrs. Perez-Saab, Mr. Morris, Mrs. Saldana for being elected to the Board of Education and noted that she witnessed clean campaigns, which is fitting in a CHARACTER COUNTS! district. She thanked Mr. LaPlante and Mr. Corrin for serving the youth in our community. Mrs. Sodetani thanked Ms. Swenson for her volunteer service with the Stauffer Foundation on behalf of our students, noting that her daughter Kim helps by reading essays for the Foundation scholarships. She announced that Gangs Out Of Downey and PTA HELPS will be providing Thanksgiving meals to families in need. Mrs. Sodetani noted that there are many food distribution options within the community so if you know anyone in need, please let them know.

Mr. Morris thanked all candidates that ran for a seat on the Board of Education and thanked Mr. LaPlante and Mr. Corrin for their service. He expressed his appreciation to the Stauffer Foundation and John Kennedy for their generous donations. He noted that the City of Downey, in conjunction with Southern California Edison, is replacing street lights with LED lights and asked that staff check to see if there are any grants for school districts to do the same. Mr. Morris discussed the possibility of having the Downey Unified School District boundary redrawn to include the 20 to 25 homes that are in the city of Downey but are actually in the Montebello Unified School District boundary.

Mr. Corrin congratulated Mr. LaPlante for winning the Supervisorial District 4 seat on the Los Angeles County Committee on School District Organization, beating out the incumbent, noting he will still be contributing to Los Angeles County after he retires from Downey Unified.

Mrs. Perez-Saab thanked the community for their support and Board Members for their well wishes. She congratulated the other newly elected Board Members and Mr. LaPlante. She discussed the community call with the Los Angeles County Department of Public Health and Dr. Ferrer, noting that Los Angeles County is still in the Purple Tier and the COVID counts are not looking good.

Mr. LaPlante added that the community call will be available for people to listen to but that we don't have the details yet.

Mrs. Perez-Saab loves the STEAM classes that are being offered and reported that the next one will be held on November 30. She discussed the Halloween drive-thru and other events that were held at various sites. Mrs. Perez-Saab recognized our Psychologists and thanked them for their work. She noted that she is disturbed about the low grades of our students but understands why. Mrs. Perez-Saab thanked the Stauffer Foundation for the grants given and noted that she is happy to see our construction moving along so quickly due to school closures. She also reported that she liked reading the essays about CHARACTER COUNTS and noted that she is very encouraged by them.

Ms. Swenson thanked all Veterans, noting that tomorrow is Veterans' Day, thanking John

Kennedy who is in attendance tonight for serving our country. She thanked the Board of Education candidates for being respectful during the election and congratulated the new Board Members. Ms. Swenson shared that she attended a Zoom classroom lesson, noting that it is challenging for the teachers but they are handling it very well. She shared that she read essays from middle school students regarding respect and responsibility, which were very insightful. Ms. Swenson noted that Mr. LaPlante's article was great, congratulated Ward Elementary for their National Blue Ribbon designation and thanked the 99 Cent Store for their donation to TLC.

Dr. Garcia echoed the sentiments shared tonight, noting that the campaigns were very well run. He congratulated incoming Board Members and Mr. LaPlante for their recent elections. Dr. Garcia reported that the PE and STEAM classes will be ongoing and noted that he is very proud of our staff. He thanked Dr. Brossmer and Dr. Shannon for their Return to School preparation. Dr. Garcia announced that there are a lot of great things happening in our schools and that we are better today than yesterday.

Mr. LaPlante congratulated Mariana Pacheco from the Downey Adult School for her election to the Cerritos Community College Board. He thanked Warren High School for running one of the first high school blood drives during the pandemic. Mr. LaPlante thanked Dr. Garcia, Jay Waldron and Cari White for donating as well. He discussed his recent travel to Dallas to watch the World Series, where there were only 11,000 people in the stadium due to pandemic restrictions.

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

    There was no one to be heard on items not appearing on the Agenda.

II. CONSENT AGENDA

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

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

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.

3. 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.

4. 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.

5. 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.

24. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-518 with Spectrum Center, effective July 1, 2020 through June 30, 2021.

25. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-519 with Spectrum Center, effective July 1, 2020 through June 30, 2021.

26. 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.

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 development training for District staff from September 30, 2020 through July 30, 2021.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

83. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

84. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

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).

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.

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).

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.

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).

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.

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.

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.

III. GENERAL ADMINISTRATIVE

1. DECLARE a Public Hearing on Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.

   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

   There was no response.

   Mrs. Sodetani moved, Mr. Morris seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

2. ADOPT Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.

   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

3. ADOPT Resolution No. 202021-06 in support of National School Psychology Week from November 9, 2020 through November 13, 2020.

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

4. ADOPT Resolution 202021-07 approving agreement between State of California, Department of Rehabilitation (DOR) and Downey Unified School District.

   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

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.

   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

6. The Board of Education reviewed proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.

7. The Board of Education reviewed proposed revisions to Administrative Regulation 8210, Election of Officers - Annual Meeting.

8. Discussion was held regarding the Return to School Plan for the 2020-21 school year.

9. The Board of Education heard 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.

IV. NEXT MEETING

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, Bellflower, California.

The meeting was recessed at 6:05 p.m. and reconvened at 6:15 p.m.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 6:16 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 8:15 p.m.

VI. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 8:17 p.m. in memory of Elizabeth Cannata, Denise Juarez, Brian Jesus Montes, Fatima Rojas, Maureen Rule, Mark Leonard Shelton, Bob Udoff and Matthew Wright.

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.

Supporting Documents

Donations 11-10-20

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.

III. 1. APPROVE Official Minutes of the Regular Board of Education Meeting held November 10, 2020, as submitted or with necessary corrections.

Supporting Documents

scan0381

Downey Unified SCHOOL DISTRICT

Meeting Minutes

Regular Board of Education Meeting
11/10/2020 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 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 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).

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, 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 was led by Ms. Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Martha E. Sodetani, Member of the Board of Education.

4. ROLL CALL

   Present

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

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

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

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

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.

   Motion made by: Giovanna Perez-Saab
   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

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.

These was no correspondence to be received.

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

Mrs. Samperi congratulated Mrs. Perez-Saab for being re-elected and Jose Rodriguez and Linda Saldana for being elected to the Board of Education. She thanked Arturo Venegas for creating our new Telephone Directory. Mrs. Samperi expressed her appreciation for the number of meals we have served to our students and thanked Downey High for *The Viking Voice* newsletter that included "pillars of health." She enjoyed Zooming into Lynn Huang's classroom and was very impressed with what she is doing for her special education students. Mrs. Samperi thanked the community for over $190,000 in donations on tonight's agenda including a donation from John Kennedy in memory of Linda Kennedy and the grants from the Stauffer Foundation.

Mrs. Sodetani congratulated Mrs. Perez-Saab, Mr. Morris, Mrs. Saldana for being elected to the Board of Education and noted that she witnessed clean campaigns, which is fitting in a CHARACTER COUNTS! district. She thanked Mr. LaPlante and Mr. Corrin for serving the youth in our community. Mrs. Sodetani thanked Ms. Swenson for her volunteer service with the Stauffer Foundation on behalf of our students, noting that her daughter Kim helps by reading essays for the Foundation scholarships. She announced that Gangs Out Of Downey and PTA HELPS will be providing Thanksgiving meals to families in need. Mrs. Sodetani noted that there are many food distribution options within the community so if you know anyone in need, please let them know.

Mr. Morris thanked all candidates that ran for a seat on the Board of Education and thanked Mr. LaPlante and Mr. Corrin for their service. He expressed his appreciation to the Stauffer Foundation and John Kennedy for their generous donations. He noted that the City of Downey, in conjunction with Southern California Edison, is replacing street lights with LED lights and asked that staff check to see if there are any grants for school districts to do the same. Mr. Morris discussed the possibility of having the Downey Unified School District boundary redrawn to include the 20 to 25 homes that are in the city of Downey but are actually in the Montebello Unified School District boundary.

Mr. Corrin congratulated Mr. LaPlante for winning the Supervisorial District 4 seat on the Los Angeles County Committee on School District Organization, beating out the incumbent, noting he will still be contributing to Los Angeles County after he retires from Downey Unified.

Mrs. Perez-Saab thanked the community for their support and Board Members for their well wishes. She congratulated the other newly elected Board Members and Mr. LaPlante. She discussed the community call with the Los Angeles County Department of Public Health and Dr. Ferrer, noting that Los Angeles County is still in the Purple Tier and the COVID counts are not looking good.

Mr. LaPlante added that the community call will be available for people to listen to but that we don't have the details yet.

Mrs. Perez-Saab loves the STEAM classes that are being offered and reported that the next one will be held on November 30. She discussed the Halloween drive-thru and other events that were held at various sites. Mrs. Perez-Saab recognized our Psychologists and thanked them for their work. She noted that she is disturbed about the low grades of our students but understands why. Mrs. Perez-Saab thanked the Stauffer Foundation for the grants given and noted that she is happy to see our construction moving along so quickly due to school closures. She also reported that she liked reading the essays about CHARACTER COUNTS and noted that she is very encouraged by them.

Ms. Swenson thanked all Veterans, noting that tomorrow is Veterans' Day, thanking John

Kennedy who is in attendance tonight for serving our country. She thanked the Board of Education candidates for being respectful during the election and congratulated the new Board Members. Ms. Swenson shared that she attended a Zoom classroom lesson, noting that it is challenging for the teachers but they are handling it very well. She shared that she read essays from middle school students regarding respect and responsibility, which were very insightful. Ms. Swenson noted that Mr. LaPlante's article was great, congratulated Ward Elementary for their National Blue Ribbon designation and thanked the 99 Cent Store for their donation to TLC.

Dr. Garcia echoed the sentiments shared tonight, noting that the campaigns were very well run. He congratulated incoming Board Members and Mr. LaPlante for their recent elections. Dr. Garcia reported that the PE and STEAM classes will be ongoing and noted that he is very proud of our staff. He thanked Dr. Brossmer and Dr. Shannon for their Return to School preparation. Dr. Garcia announced that there are a lot of great things happening in our schools and that we are better today than yesterday.

Mr. LaPlante congratulated Mariana Pacheco from the Downey Adult School for her election to the Cerritos Community College Board. He thanked Warren High School for running one of the first high school blood drives during the pandemic. Mr. LaPlante thanked Dr. Garcia, Jay Waldron and Cari White for donating as well. He discussed his recent travel to Dallas to watch the World Series, where there were only 11,000 people in the stadium due to pandemic restrictions.

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

    There was no one to be heard on items not appearing on the Agenda.

II. CONSENT AGENDA

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

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

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.

3. 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.

4. 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.

5. 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.

24. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-518 with Spectrum Center, effective July 1, 2020 through June 30, 2021.

25. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-519 with Spectrum Center, effective July 1, 2020 through June 30, 2021.

26. 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.

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 development training for District staff from September 30, 2020 through July 30, 2021.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

83. APPROVE the destruction of Class 1, 2, and 3 Disposable District Records; and APPOINT Katrina Juarez-Lorenzetti, Intermediate Clerical Assistant, document destruction coordinator.

84. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

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).

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.

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).

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.

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).

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.

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.

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.

III. GENERAL ADMINISTRATIVE

1. DECLARE a Public Hearing on Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.

   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

   There was no response.

   Mrs. Sodetani moved, Mr. Morris seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

2. ADOPT Resolution No. 202021-05 to Increase School Facilities Fees on New Residential, Commercial, and Industrial Development.

   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

3. ADOPT Resolution No. 202021-06 in support of National School Psychology Week from November 9, 2020 through November 13, 2020.

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

4. ADOPT Resolution 202021-07 approving agreement between State of California, Department of Rehabilitation (DOR) and Downey Unified School District.

   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

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.

   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

6. The Board of Education reviewed proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.

7. The Board of Education reviewed proposed revisions to Administrative Regulation 8210, Election of Officers - Annual Meeting.

8. Discussion was held regarding the Return to School Plan for the 2020-21 school year.

9. The Board of Education heard 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.

IV. NEXT MEETING

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, Bellflower, California.

The meeting was recessed at 6:05 p.m. and reconvened at 6:15 p.m.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 6:16 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 8:15 p.m.

VI. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 8:17 p.m. in memory of Elizabeth Cannata, Denise Juarez, Brian Jesus Montes, Fatima Rojas, Maureen Rule, Mark Leonard Shelton, Bob Udoff and Matthew Wright.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

Donald E. LaPlante, President

D. Mark Morris, Clerk

IV. 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through November 2020.

Supporting Documents

scan0382

Downey Unified School District

Office of the Superintendent

DATE: December 8, 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 $1,000.00 from Dr. Wendy L. Doty, to be used in support of Doty Middle School;

2. Donation of $30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;

3. Donation of $12,000.00 from PIH Health Hospital – Whittier, to be used in support of the TLC Family Resource Center's mental health services;

4. Sponsorship donation of $500.00 for the Healthy Downey 5K for TLC from Sandy Pringle Associates, to be used in support of the TLC Family Resource Center;

5. Donation of 500 pairs of new socks from Unsworth Solar Scholars, value determined by donor to be $500.00, to be used in support of the TLC Family Resource Center;

6. Donation of toiletries from Carpenter Elementary School's parents, value determined by donor to be $1,000.00, to be used in support of the TLC Family Resource Center;

7. Donation of $50.00 from Delta Kappa Chapter, to be used in support of the TLC Family Resource Center;

8. Donation of $10,000.00 from Foundation 4Life, to be used in support of the TLC Family Resource Center;

9. Donation of $20.00 from Gary and Joan Martin, to be used in support of the TLC Family Resource Center;

10. Sponsorship donation of $300.00 for the Healthy Downey 5K for TLC from Julane Helm, to be used in support of the TLC Family Resource Center;

11. Sponsorship donation of $50.00 for the Healthy Downey 5K for TLC from Mia Vasquez of Miss Saywell Event Planning, to be used in support of the TLC Family Resource Center;

12. Sponsorship donation of $100.00 for the Healthy Downey 5K for TLC from Ed and Rose Schneeberger, to be used in support in support of the TLC Family Resource Center;

13. Donation of hygiene items (i.e. shampoo, conditioner, toothpaste, toothbrushes and school supplies) from the Assistance League of Downey Assisteens, value determined by donor to be $250.00, 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. Donation of socks from Griffiths Middle School's Spread Good Vibes Club, value determined by donor to be $100.00, to be used in support of the TLC Family Resource Center;

16. Donation of 40 Walmart gift cards from the Kiwanis Club of Downey, value determined by donor to be $1,000.00, to be used in support of the families serviced through the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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

IV. 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

scan0383

Downey Unified School District
Office of the Superintendent

DATE: December 8, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Sarah Charlotte	Evensen, Ph.D.	TOSA	11/30/2020 to 12/4/2020	ACTE's Career Vision Virtual Conference	Virtual
John	Harris	Director	11/30/2020 to 12/4/2020	ACTE's Career Vision Virtual Conference	Virtual
Karlin	LaPorta	TOSA	11/30/2020 to 12/4/2020	ACTE's Career Vision Virtual Conference	Virtual
Jose	Rodriguez	Board of Education	11/30/2020 to 12/4/2020	CSBA Annual Education Conference	Virtual
Linda	Saldana	Board of Education	11/30/2020 to 12/4/2020	CSBA Annual Education Conference	Virtual
Santiaga	Agranowitz	Program Specialist	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Alanna	Cooper	SELPA Director	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Tangela	Diggs	Program Administrator	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Rebecca	Piepho-Su	Principal	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Cindy	Rodriguez	Assistant Principal	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Shannon	Romo	Program Specialist	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual
Vicky	Sciacca	Program Specialist	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual

SUPERINTENDENT'S RECOMMENDATION:

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

Downey Unified School District
Office of the Superintendent

DATE: December 8, 2020
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Daniel Montebello SELPA	Cabral	Psychologist	2/1/2021 to 2/5/2021	ACSA Every Child Counts Symposium	Virtual

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.

IV. 11. APPROVE proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.

Supporting Documents

scan0385

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) 469-654~~2~~*1* ~~rethompson@dusd.net~~ *almir@dusd.net*

Adopted: 12/15/75, 9/16/08, 12/10/13, 12/19/17 1 of 1

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)

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:

1. 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

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)

1. 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

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 4110.1

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. 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

3. 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

2. 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

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 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 ~~rethompson@dusd.net~~ *almir@dusd.net*

Downey Unified School District

CLASSIFIED PERSONNEL

DISCRIMINATION AND *SEXUAL* 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

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) 469-654~~2~~ *1* ~~rethompson@dusd.net~~ *almir@dusd.net*

Adopted: 1/5/76, 9/16/08, 4/17/12, 12/10/13, 12/19/17 1 of 1

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:

1. 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

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)

1. 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)

1. 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

3. 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

2. 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

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) 469-654~~2~~*1* ~~rethompson@dusd.net~~ *almir@dusd.net*

Adopted: 5/15/18

IV. 12. APPROVE proposed revisions to Administrative Regulation 8210, Election of Officers.

Supporting Documents

scan0386

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~~ *N*ominations *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

IV. 13. 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 September 2020, covered by Payroll Orders issued through October 2020.

Supporting Documents

scan0387

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: December 8, 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 September 2020, covered by Payroll Orders issued through October 2020.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #280-N			429.00			
Reg. #E4F-N		32,593.80		238.73	296.88	
Reg. #H1F-C	643.50					
Reg. #H1F-N	145,993.70	924.09	38,172.63	1,976.73	105,934.95	
Reg. #281-N		88.39				
Reg. #286-N	325.35	2,821.32				
Reg. #294-N	4,107.18					
Reg #H1G-C	643.50					
Reg #H1G-N	136,896.80	753.83	31,758.35	2,919.23	106,339.36	
Reg #296-N			(656.50)			

TOTAL $613,200.82

IV. 14. RATIFY the B Warrants for Downey Unified School District, falling between warrant numbers 20130894 and 20138628 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2020 and ending October 31, 2020.

Supporting Documents

scan0388

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: December 8, 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 20130894 and 20138628 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning October 1, 2020 and ending October 31, 2020:

General Fund (01.0)	Total	4,988,330.12
SELPA Administrative Unit Fund (01.1)	Total	160,724.10
SELPA Programs (01.2)	Total	32,811.08
Adult Education Fund (11.0)	Total	143,034.71
Cafeteria Fund (13.0)	Total	512,961.15
Deferred Maintenance Fund (14.0)	Total	168,709.90
Building Fund (21.0)	Total	10,301,605.50
Workers' Comp. Self-Insurance Fund (67.1)	Total	66,484.17
Health Care Self-Insurance Fund (67.2)	Total	1,201,941.36
Dental Care Self-Insurance Fund (67.3)	Total	172,244.41
Vision Care Self-Insurance Fund (67.4)	Total	38,612.31
Retirement Medical Self-Insurance Fund (67.5)	Total	31,492.58
Payroll Clearance Fund (76.0)	Total	1,622,716.41

IV. 15. APPROVE Agreement with Super Co-Op, A California USDA Foods Cooperative, to continue membership in the Co-Op for the 2021-22 school year, to be charged to the Food Services Fund.

Supporting Documents

scan0389

SY2021-22 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative

SUPERCO-OP
The commodity world made simple.

Member District: Downey Unified School District

Please check (✓) your response:

☑	We plan to CONTINUE membership with Super Co-Op for SY2021-22.
☐	We do NOT plan to continue membership with Super Co-Op for SY2021-22. What alternate USDA Foods delivery method do you plan to use? _____

San Mateo-Foster City School District is the Lead Agency of the Super Co-Op and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.

2. Through this written agreement, the Lead Agency is assigned control of the Member District's fair share of USDA Foods entitlement for SY2021-22. The Lead Agency is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of the Member District.

3. Lead Agency is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of the Member District. The Member District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to the Member District.

4. Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.

5. SY2021-22 Fees:

   Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2021.

   Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.

   State Administrative Fee of $0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.

   Delivery fees as per member district selected distributors.

   All fees are subject to change, as approved by the Super Co-Op Governing Council.

   Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.

6. Member District agrees to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and other rules or policies as approved by the Governing Council.

7. Member District acknowledges that Super Co-Op is currently in the process of changing its legal entity status, potentially to a joint powers authority. Should Super Co-Op legal entity status change for any reason whatsoever during the duration of this renewal of services agreement, the agreement may be assumed by the successor joint powers authority or other legal entity and the terms of the renewal will be fulfilled for the duration of the contract period by that entity.

8. Should a loss of USDA Foods being held for the Member District occur, due to/ but not limited to theft, spoilage, etc., the Lead Agency is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Member District and Lead Agency shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.

9. Member District shall respond to pre-planners and offerings promptly.

10. Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.

11. Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.

12. Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.

13. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.

14. In the event of a change in Lead Agency, this Agreement shall convey to the new Agency.

15. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect the following June 30.

16. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Marc Milton
Title	Director of Food Service
Telephone	562-469-6671
Email	mmilton@dusd.net

Accounts Payable Contact	
Name	Julie Willett
Title	Senior Accounting Technician
Telephone	562-469-6678
Email	jwillett@dusd.net

Additional Contact for USDA Foods management	
Name	Kelly Lancaster
Title	Operations Coordinator
Telephone	562-469-6679
Email	klancaster@dusd.net

17. Each individual executing this Annual Renewal of Services on behalf of Member District represents, for the benefit of Lead Agency, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Member District.

18. Lead Agency and Member District acknowledge that this Annual Renewal of Services is subject to approval by the Member District's Board and this Annual Renewal of Services shall not be effective until after the Member District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Member District's Board of Education at a duly called and noticed Regular Board Meeting on December 8, 20 20

Member District	Downey Unified School District
Signature	
Print Name	Christina Aragon
Title	Associate Superintendent of Business Services
Date	

Lead Agency	San Mateo-Foster City School District
Signature	
Print Name	Andrew Soliz
Title	Director Child Nutrition Services
Date	

Return signed copy by December 1, 2020 to Andrew Soliz at the Lead Agency. A signed copy will be returned to you.

Andrew Soliz
asoliz@smfc.k12.ca.us
San Mateo-Foster City School District
1170 Chess Drive, Foster City, CA 94404
Phone (650) 312-1968

IV. 16. RATIFY Amendment #3 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from November 2, 2020 through April 8, 2021.

Supporting Documents

scan0390

zoom

Amendment Form Number: Q754946
Valid Until: 12/05/2020

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: 11/02/2020

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 "1000 Participants meeting Annual"	1000 Participants meeting Annual	Annual	3	USD 1,080.00	USD 3,240.00	USD 1,393.64
New Rate Plan "Education Annual"	Education Annual	Annual	1653	USD 25.00	USD 41,325.00	USD 17,775.41
Removed Rate Plan "Education Annual"	Education Annual	Annual	-1598	USD 25.00	USD -39,950.00	USD -17,183.97

(Before Taxes)	
Annual Incremental Spend:	**USD 4,615.00**
Associated Invoice Amount:	**USD 1,985.08**

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.

Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically

involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

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.

State and/or local taxes may apply to Zoom services.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature: Christina Aragon
Print Name: Christina Aragon
Date: 11/02/2020
Zoom Service Effective Date: 11/02/2020
PO # (If Applicable):
VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

IV. 17. APPROVE Agreement for Architectural Services with Rachlin Partners, Culver City, to provide architectural services for a two-story classroom building project at Stauffer Middle School, in the initial fee amount of $906,257.56, to be charged to Measure O Bond Funds.

Supporting Documents

Agreement for Architectural Services - Rachlin Two-Story Classroom Building at Stauffer MS

AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT AND
RACHLIN PARTNERS FOR
STAUFFER MIDDLE SCHOOL 2 STORY CLASSROOM BUILDING PROJECT

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CERTIFICATES

This Agreement for Architectural Services is made as of the _____ day of _____ 20___, between the **Downey Unified School District,** a California public school district, ("**District**") and **Rachlin Partners,** a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

> New 2 Story Classroom Building at Stauffer Middle School, located at 11985 Old River School Rd., Downey, CA 90242, as further described in the Project Scope attached hereto as **Exhibit A.**

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Architect shall invoice for each component separately and District shall compensate Architect for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties agree as follows:

Article 1. Definitions

1.1. In addition to the definitions above, the following definitions for words and phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1. **Agreement**: The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2. **Architect**: The architect listed in the first paragraph of this Agreement, including all Consultants to the Architect, although there is no contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

1.1.3. **As-Built Drawings ("As-Builts")**: Any document prepared and submitted by District's contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders.

1.1.4. **Bid Set**: The plans, drawings, and specifications at the end of the Construction Documents Phase that DSA has approved and that the District can use to go out to bid for construction of the Project.

1.1.5. **Conforming Set**: The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated into the Conforming Set and for which DSA approval is required.

1.1.6. **Construction Cost Budget**: The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget is sometimes colloquially referred to as "hard costs" and does not include the compensation of the Architect and Consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District, including construction management.

1.1.7. **Consultant(s)**: Any and all consultant(s), subconsultant(s), subcontractor(s), or agent(s) to the Architect. Nothing in this Agreement shall create any contractual relationship between the District and any Consultants employed by the Architect under terms of this Agreement.

1.1.8. **Day(s)**: Unless otherwise designated, "day(s)" means calendar day(s).

1.1.9. **District**: The **Downey Unified School District**.

1.1.10. **DSA**: The Division of the State Architect.

1.1.11. **Project Budget**: The total amount indicated by the District for the entire Project plus all other costs, including design, construction, administration, financing, and all other costs. The Project Budget is sometimes colloquially referred to as the "hard costs" and the "soft costs."

1.1.12. **Record Drawings**: A final set of drawings prepared by the Architect based upon marked-up prints, drawings, and other data furnished to Architect by Contractor that incorporates all changes from all As-Builts, sketches, details, and clarifications.

1.1.13. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

1.1.14. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

2.1. Architect shall render the Services as described in **Exhibit A,** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit C.**

2.2. Architect's Services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District's construction manager, if one is retained by the District for the Project.

2.3. Architect and its Consultants shall provide Services for a Project: (i) using its professional skill and judgment; (ii) acting with due care and in accordance with respective applicable standards of care under California law for those providing similar services for projects of the size, scope and complexity of the Project for California school districts in or around the same geographic area of the District; (iii) the terms of this Agreement; and (iv) in accordance with said standards regarding application and interpretation of applicable law, code, rule or regulation at the time the Services are rendered (collectively, "**Standard of Care**").

2.4. Architect recognizes that the District may obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Architect Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the construction manager, unless that task indicates it shall be performed by the governing board of the District.

2.5. Architect shall provide Services that comply with professional architectural standards and applicable requirements of federal, state, and local law including, without limitation:

2.5.1. Uniform Building Code, latest addition, and the California Code of Regulations, Title 24, including amendments.

2.5.2. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes.

2.5.3. Americans with Disabilities Act.

2.5.4. Education Code of the State of California.

2.5.5. Government Code of the State of California.

2.5.6. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies.

2.5.7. Public Contract Code of the State of California.

2.5.8. U. S. Copyright Act.

2.6. **Storm Water.** Architect, through its Consultant(s), shall be the District's Qualified Storm Water Developer (QSD) and shall prepare all documents necessary for the District to be in compliance with the current Construction General Permit (CGP) of the State Water Resources Control Board.

2.7. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of its Services on the Project including, but not limited to, architects, mechanical, electrical, structural, fire protection, civil engineers, landscape architects, low voltage, data, and telephone Consultants, and cost estimation providers, licensed as required by applicable law. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject the Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant(s) employed by the Architect under terms of the Agreement.

2.8. Architect shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.

2.9. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, California Department of Education (CDE), the Office of Public School Construction (OPSC), the Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety, State Fire Marshal, County and City Health Inspectors and any regulatory office or agency that has authority for review and supervision of school district construction projects.

2.9.1. **Architect acknowledges the provisions in Exhibit A during the Construction Administration Phase entitled "Duty to Timely Respond to DSA Inquiries."**

2.10. Architect shall provide Services required to obtain local agencies' approval for off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

2.11. Architect shall coordinate with the District's DSA Project Inspector(s).

2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

2.13. Architect shall coordinate and integrate its work with any of the following information and/or

services as provided by District:

2.13.1. Ground contamination or hazardous material analysis.

2.13.2. Any asbestos and/or lead testing, design or abatement.

2.13.3. Compliance with the California Environmental Quality Act ("**CEQA**"). Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District. If the District and/or its CEQA consultant does not provide mitigation measures to the Architect when reasonably required for incorporation into the Project design, the Architect may invoice the District for the work required to incorporate those mitigation measures as Extra Services.

2.13.4. Historical significance report.

2.13.5. Soils investigation.

2.13.6. Geotechnical hazard report, except as indicated in **Exhibit A.**

2.13.7. Topographic surveys of existing conditions.

2.13.8. State and local agency permit fees.

2.13.9. Commissioning Agent and Reports.

2.13.10. Testing and Inspection.

Article 3. Architect Staff

3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.

3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities:

Architect's Principals:	Architect's Consultants:
Principal in Charge: Richard Ingrassia, AIA LEED AP	Electrical: MC Engineers, Inc.
Project Director: John Thomas, AIA	Mechanical: Pocock Design Solutions
Project Architect(s): Jennifer Harrison, AIA	Structural: Grossman & Speer Associates
Other: Michael Rachlin, AIA, LEED AP	Civil: VCA Engineers
Other: Rudy Monico	Landscape: LA Design Associates
Other: Mario Suson	Estimating: W Architecture

3.3. All proposed Consultants and any Architect Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District's review and approval of any replacement Consultant is required prior to commencing work on the Project. The District reserves the right to replace any consultant in the best interest of the Project.

3.4. The Architect shall not change any of the key personnel listed above without prior notice to and written approval by District, unless said personnel cease to be employed by Architect. In either case,

District shall be allowed to interview and approve replacement personnel.

3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with personnel acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and shall be subject to all conditions previously stated in this paragraph.

3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services and that no person having any such interest shall be employed by Architect.

3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans, specifications and/or included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services / Term

4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in Exhibit A, so as to proceed with and complete the Services in compliance with the schedule in **Exhibit C.** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

4.2. **Term.** The Architect shall commence providing Services upon Architect's receipt of a Notice to Proceed and will diligently perform as required and continue performance until the Project is completed ("**Term**") or the Agreement is terminated as indicated herein, whichever is earlier. The Term is further detailed in the schedule in **Exhibit C.** The Parties agree that if this Agreement is in any way voided by an action based on Education Code section 17596, to the extent permitted by applicable law, the Parties will enter into and approve subsequent agreement(s), addenda, or amendment(s) for terms of up to 5 years each and under the same terms and conditions of this Agreement. The Architect is not due any additional compensation or Fee if the Term is longer than indicated herein and acknowledges that its Fee is based on the Architect performing the Services and all tasks within the Services and not based on the length of time to perform those Services or for the design or construction of the Project. The Architect's Fee is as indicated herein and in **Exhibit D.**

Article 5. Construction Cost Budget

5.1. Architect hereby accepts the District's established Construction Cost Budget and Project scope. In accordance with the **Exhibit A,** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and the construction manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.

5.2. Architect shall complete all Services as described in **Exhibit A,** including all plans, designs, drawings, specifications and other construction documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. The Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

5.3. The District is relying on the Architect's expertise regarding the cost of construction. If any of the following events occur:

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or

- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or

- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

Then the District, in its sole discretion, has one or a combination of the following alternatives:

5.3.1. Give the Architect written approval on an agreed adjustment to the Construction Cost Budget.

5.3.2. Authorize the Architect to assist the District to re-negotiate, when appropriate, and/or participate in re-bidding or requesting new proposals for the Project within three (3) months' time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.

5.3.3. Terminate this Agreement if the Project is abandoned, without further obligation by either Party.

5.3.4. Within three (3) months' time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District. The modification of Construction Documents shall be the limit of the Architect's responsibility arising out of the establishment of a Construction Cost Budget. All other obligations of the Architect, including construction administration services, remain as stated in the Agreement.

Article 6. Fee and Method of Payment

6.1. The Fee is as defined in **Exhibit D.** District shall pay Architect the Fee pursuant to the provisions of **Exhibit D.**

6.2. Architect shall bill its work under this Agreement in accordance with **Exhibit D.**

6.3. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

6.4. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit D.**

6.5. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Article 7. Payment for Extra Services or Changes

District-authorized services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in Architect's fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit B** only upon certification that the claimed Extra Services was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the District or the District's authorized representative, the District will not be obligated to pay for that service. The foregoing provision notwithstanding, the District will pay the Architect as described in **Exhibit "B"** for Extra Services that the District or the District's authorized representative verbally requests, provided that the Architect confirms each request in writing pursuant to the notice requirements of this Agreement, provides the District the opportunity to rescind or otherwise clarify the nature and/or scope of the request after receipt of notice, and Architect proceeds with those Extra Services not earlier than two (2) business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for District to use, at its discretion, all plans, including, but not limited to, record drawings, specifications, and estimates that the Architect or its Consultants, prepares or causes to be prepared pursuant to this Agreement.

8.2. The Architect retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Architect or its Consultants prepares or causes to be prepared pursuant to this Agreement.

8.3. The Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting (CADD) (e.g., AutoCAD) Technology. The Architect shall deliver to the District, on request, a "thumb" drive or other District-approved media, electronic transfer or weblink, with these documents and that is compatible with the most current version of AutoCAD. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.

8.4. In order to evidence what CADD information was provided to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the CADD information. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by any person other than the Architect or Consultant(s) subsequent to it being provided to the District.

8.5. Following the termination of this Agreement, for any reason whatsoever, the Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "**Instruments of Service**") in an electronic format requested by District and which the District shall have the right to utilize in any way permitted by statute:

8.5.1. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.

8.5.2. One (1) set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.

8.5.3. One (1) set of non-fixed image CADD drawing files in DXF and/or DWG format of the site plan, floor plans (architectural, plumbing, structural mechanical and electrical), roof plan, sections and exterior elevations of the Project.

8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

8.6. In the event the District changes or uses any fully or partially completed documents without the Architect's knowledge and participation, the District agrees to release Architect of responsibility for those changes, and shall indemnify the Architect harmless from and against any and all claims, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, arising out of that change or use except to the extent the Architect is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify the Architect and the Architect's Consultants.

Article 9. Termination of Agreement

9.1. If Architect fails to perform the Services to the reasonable satisfaction of the District and as required by this Agreement, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice District for all Services performed until the date of the notice of termination. District shall have the right to withhold payment and deduct from Architect's invoice, any amounts equal to District's costs caused by Architect's negligent errors or omissions, recklessness, or willful misconduct. The District may, at its discretion, provide the Architect time to cure its default or breach.

9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the date of District's written notice of termination, not to exceed the Fee.

9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of the termination.

9.4. The Architect has the right to terminate this Agreement if the District fails to make payment of undisputed amounts due to Architect hereunder. That termination shall be effective on the date District receives written notice of the termination from Architect. Architect may invoice District according to the percentage completed based on Exhibit D and District shall pay all undisputed invoice(s) for Services performed until the Architect's notice of termination, not to exceed the Fee.

9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, the Architect, upon written notice from the District of a termination, shall immediately cease performing Services. The District shall pay the Architect only the fee associated with the Services performed, from Architect's last paid invoice up to the date of the notice of termination, not to exceed the Fee.

9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, the Architect shall be compensated for Services performed prior to the notice of suspension. When the Project is resumed, the schedule shall be adjusted and the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than eighteen (18) months, the Architect may terminate

this Agreement by giving written notice.

Article 10. Architect Indemnity

10.1. To the fullest extent permitted by California law and in accordance with California Civil Code section 2782.8, Architect shall indemnify, protect, defend and hold free and harmless the District, its agents, representatives, officers, consultants, employees, trustees and members ("Indemnified Parties") from any and all actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death ("Claim(s)"), to the extent that the Claim(s) arises out of, pertains to, or relates to the negligence (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Architect, its directors, officials, officers, employees, contractors, subcontractors, Consultants or agents arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement. This indemnity excludes Architect's liability as to the active or sole negligence or willful misconduct of the District.

10.2. The following shall be Claims, to the extent they satisfy the definition of Claims herein:

10.2.1. **The cost of Project delays.** Without limiting Architect's liability for indirect cost impacts due to Project delays, the direct costs for which the Architect shall be liable shall be proportionate to the amount the District is liable to the Project contractor(s), subcontractor(s), suppliers, inspector(s), construction manager(s) for the Project delays, including the proportionate cost of interim housing necessitated by Project delays, to the extent that the Project delays arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

10.2.2. **The cost of construction change orders for errors and omissions.** Without limiting Architect's liability for indirect cost impacts, the direct costs for which the Architect shall be liable shall equal the difference between the cost of the change order(s) and the reasonable cost of the work had that work been a part of the originally prepared construction documents, to the extent that the change order(s) arise out of, pertain to, relate to or result from the negligent errors or omissions, recklessness, or willful misconduct of Architect in the performance of any Services that falls below the Standard of Care as defined herein.

These amounts may be paid by Architect to District or the District may in reasonable good faith withhold those costs from amounts owing to Architect, pending resolution of the dispute.

10.3. The Architect's duty to indemnify and defend under this Agreement shall apply during the term of this Agreement and shall survive any expiration or termination of this Agreement until any such Claim(s) are barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Agreement.

10.4. The Architect's duty to defend shall begin upon the initiation of a lawsuit in a court of competent jurisdiction or a demand for formal arbitration that includes a Claim. At that time, the Architect shall pay for that defense at its sole cost. At the resolution of a Claim, either by dispute resolution, settlement, litigation, arbitration or otherwise, the District and Architect shall base their proportionate percentage of fault for the Claim either upon (1) the determination of a third-party neutral that adjudicated or settled the claim (e.g., a mediator, an arbitrator, a judge, etc.) or (2) if no determination was made, based on a good faith determination of the District and the Architect. At that time the Parties shall determine the cost to defend that is chargeable to the Architect and a payment from one Party to the other Party shall be made within sixty (60) days to satisfy that

reconciliation.

Article 11. Mandatory Mediation for Claims

11.1. The Parties hereto agree prior to commencing any legal action relating to any Claim, as defined herein, to submit the Claim to a mandatory good-faith mediation process ("**Mediation**"). The Parties' expectations are that if the Claim is made by a third party (e.g., a contractor), that the third party will be a participant in that Mediation. The Parties agree that any statute of limitations applicable to any Claim shall be tolled for the period from the date a Party requests Mediation through fourteen (14) days after termination of the Mediation, unless otherwise agreed to by the Parties.

11.2. Except as set forth below, the Parties agree to refrain from filing, maintaining or prosecuting any action related to the Claim during the pendency of the Mediation provided that the Mediation must commence within thirty (30) days after a Party makes written demand to the other for Mediation.

11.3. The Parties shall participate in a minimum of one full-day mediation session before the Mediation may be declared unsuccessful and terminated by either Party. The Mediation shall be conducted in accordance with the rules as the Parties agree upon, or in the absence of agreement, in accordance with the Commercial Mediation Rules of JAMS/Endispute. Evidence of anything said, any admissions made, and any documents prepared in the course of the Mediation shall not be admissible in evidence or subject to discovery in any court action pursuant to Evidence Code Section 1152.5.

11.4. The Parties shall mutually agree to the selection of a mediator who is an attorney that is experienced in public works construction claims. If the Parties are unable to agree upon a mediator, then the mediator shall be appointed by JAMS/Endispute.

11.5. The Mediation shall take place at a location within twenty (20) miles of the District's administrative office. The mediator's fees and administrative fees, if any, shall be split equally between the Parties, but, unless otherwise agreed to in writing, each Party shall bear its own attorney's fees.

11.6. If any Party commences a legal action without first attempting to resolve the Claim as required by this Article 11, that Party shall be in breach of this Agreement and shall not be entitled to recover attorney's fees that might have otherwise been recoverable.

11.7. This mandatory mediation process shall only apply to Claims pursuant to the Architect Indemnity provision herein and shall not apply to any disputes to be resolved pursuant to the Alternative Dispute Resolution provision herein.

Article 12. Fingerprinting

Architect has read and understands Education Code section 45125.2 and acknowledges that, according thereto, the Parties have determined and agreed that the Services provided by the Architect, Consultants, and their employees will have only limited contact with pupils at most. Architect and agrees that it is responsible for complying with Education Code section 45125.1 throughout the completion of the Services. Architect shall promptly notify District in writing of any facts or circumstances which might reasonably lead District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 13. Responsibilities of the District

13.1. The District shall examine the documents submitted by the Architect and shall render any decision(s) required of District, in a timely manner to avoid unreasonable delay in the performance of Architect's Services.

13.2. The District shall verbally or in writing advise the Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide a notice shall not relieve Architect of its responsibility therefore, if any.

13.3. Unless the District and the Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when those services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to these matters which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall indicate that the specifications prepared by District's consultant relating to these matters, are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The bid documents shall also direct questions about the specifications to the consultant that prepared the specifications.

13.4. District personnel and/or its designated representatives shall coordinate with Architect as may be requested and beneficial for the coordination or management of work related to the Project.

13.5. The District shall timely provide to the Architect all relevant information in its possession regarding the Project that is necessary for performance of Architect's Services.

13.6. The District shall pay all fees required by agencies having jurisdiction over the Project.

Article 14. Liability of District

14.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall either Party be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the Services performed.

14.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees and Consultants, even though the equipment may be furnished or loaned to Architect by District.

Article 15. Nondiscrimination

15.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected characteristic of a person.

15.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 16. Insurance

16.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit E.**

16.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit E.**

Article 17. Covenant Against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Fee or consideration or to recover the full amount of a fee, commission, percentage fee, gift, or contingency.

Article 18. Entire Agreement/Modification

18.1. This Agreement, including the Exhibits incorporated by reference into this Agreement, is considered a completely integrated agreement, supersedes all previous contracts or agreements of any kind, oral or written, and constitutes the entire understanding an agreement of the Parties hereto. No extrinsic evidence of any kind or character may be admitted to alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement as provided for herein. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement.

18.2. This Agreement shall not include or incorporate the terms of any proposal, general conditions, conditions, master agreement, or any other terms or documents prepared by the Architect. The attachment of any Architect-prepared document to this Agreement shall not be interpreted or construed to incorporate those terms into this Agreement, unless the District approves of that incorporation in a separate writing signed by the District. If proposals, quotes, statement of qualifications, or other similar documents prepared by the Architect are incorporated into this Agreement, then that incorporation shall be limited to those terms that describe only the Architect's scope of work, rates, price, and schedule.

Article 19. Non-Assignment of Agreement

This Agreement is intended to secure the specialized Services of the Architect. Therefore, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any purported assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any purported assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 20. Law, Venue

20.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2. The county in which the District administration office is located shall be the venue for any action or

proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 21. Alternative Dispute Resolution

21.1. **Architect's Invoices.**

21.1.1. If the District disapproves of any portion or amount(s) of the Architect's invoices, the District shall within thirty (30) days of receipt by the District of any of the Architect's invoices, communicate to the Architect in writing, with reasonable detail, the portion or amount of the Architect's invoices that are disapproved for payment, the portion or amount of the Architect's invoices that are approved for payment, and the basis for the District's disapproval of the disputed portion(s) or amount(s) of the Architect's invoices ("**Disputed Architect Invoice Detail**").

21.1.2. If the Architect disagrees with the Disputed Architect Invoice Detail, the Architect shall communicate to the District in writing, and request to meet and confer in good faith with respect to the Disputed Architect Invoice Detail, to determine if the disagreement can be resolved. The meet and confer shall be scheduled to occur within thirty (30) days of Architect's request. The meet and confer shall include, but are not limited to, face-to-face meeting(s) with the appropriate District and Architect personnel as appropriate and necessary.

21.1.3. If the Parties cannot resolve the matter during this meet and confer process, the Parties shall handle the matter as a "dispute" as provided herein.

21.2. Disputes between the parties arising out of this Agreement shall be resolved by the following processes:

21.2.1. **Negotiation.** The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. The Parties' meet and confer process for Disputed Architect Invoice Detail as detailed above, shall satisfy this negotiation requirement.

21.2.2. **Mediation.** Within thirty (30) days following the earlier of receipt of notice by one Party from the other Party of a demand for mediation, the Parties shall:

21.2.2.1. Administer the dispute pursuant to the Mandatory Mediation provisions indicated herein, or

21.2.2.2. If there are no other parties involved, administer the dispute pursuant to non-binding mediation administered in accordance with the Commercial Mediation Rules of JAMS/Endispute, unless waived by mutual stipulation of both Parties.

21.2.3. **Litigation.** Disputes arising from this Agreement that cannot be settled through negotiation or mediation (after those processes have been exhausted) shall be litigated in the California Superior Court in the county in which the Project that is the subject of this Agreement is located.

21.3. Architect shall neither rescind nor stop the performance of its Services pending the outcome of any dispute.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

23.1. Architect shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Architect performs the Services; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

23.2. Architect understands and agrees that the Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.

23.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

23.4. Should a relevant taxing authority determine a liability for Services performed by Architect for District, upon notification of such fact by District, Architect shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against that liability).

23.5. A determination of employment status pursuant to the preceding two (2) paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect was not an employee.

23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Warranty and Certification of Architect

24.1. Architect warrants and certifies that the Architect is properly certified and licensed under the laws and regulations of the State of California to provide the Services that it has agreed to perform.

24.2. Architect warrants and certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services.

24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("**Prevailing Wage Laws**"). Since the Architect is performing Services as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars ($1,000) or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all applicable Prevailing Wage Laws. Architect shall ensure that it and its Consultants comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.

Article 25. Cost Disclosure - Documents and Written Reports

To the extent applicable, Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement exceeds Five Thousand Dollars ($5,000).

Article 26. Notices and Communications

Notices and communications between the Parties may be sent to the following addresses:

District:	**Architect:**
Downey Unified School District	Rachlin Partners
11627 Brookshire Avenue	8640 National Boulevard
Downey, CA 90241	Culver City, CA 90232
Attn: Vince Madsen	Attn: Michael Rachlin
Telephone:	Telephone: 310-204-3400

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

Article 27. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "**Act**"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Architect's good faith efforts to meet these DVBE goals.

Article 28. District's Right to Audit

28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("**District's Audit Right**"). The District's Audit Right includes the right to inspect, photocopy, and to retain copies, outside of the Architect's premises, of any and all Project-related records, documents and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.

28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and

verify that the Architect is in compliance with the requirements of this Agreement.

28.3. If there is a claim for additional compensation or for Extra Services, the District's Audit Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

28.4. The Architect shall maintain complete and accurate records for a minimum of seven (7) years and in accordance with generally accepted accounting practices in the industry. The Architect shall make available to the District for review and audit, all Project related accounting records and documents, and any other financial data. Upon District's request, the Architect shall submit exact duplicates of originals of all requested records to the District.

28.5. The Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that this Article is binding upon all Consultants.

28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related documents, records and information.

28.7. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of more than Ten Thousand Dollars ($10,000), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

Article 29. Other Provisions

29.1. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services to the Standard of Care as defined herein.

29.2. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation, that no Party is the author of this Agreement, and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

29.3. The Architect acknowledges that the District is a public agency that is subject to heightened curiosity by the news media and the public and that the Architect may not be apprised of all facts surrounding the Project that Architect is working on. Accordingly, Architect shall promptly refer all inquiries from the news media or public concerning this Agreement or its performance under the Agreement to the District, and Architect shall not make any statements or disclose any documents to the media or the public relating to the performance under this Agreement or the effects caused thereby. If Architect receives a complaint from a citizen or member of the public concerning the performance or effects of this Agreement, it shall promptly inform the District of that complaint. In its sole discretion, the District shall determine the appropriate response to the complaint.

29.4. **Confidentiality**. Architect, and its Consultants, and employee(s) shall maintain the confidentiality of all information received in the course of performing the Services. Architect understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall

extend beyond the termination of this Agreement.

29.5. All Exhibits and all Certificates attached hereto are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

Dated: _____, 20___		Dated: November 6, 2020	
Downey Unified School District		Rachlin Partners	
By:	_____	By:	_____
Print Name:	Christina Aragon	Print Name:	Richard Ingrassia
Print Title:	Associate Superintendent	Print Title:	Partner

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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Project Description. The Project shall include the design of the following at the Stauffer Middle School ("**School Site(s)**"):

Architect shall design a new 2 Story Classroom Building at the School Site, which shall include approximately 19,750 square feet

Architect shall provide all professional services necessary for completing the following:

1. BASIC SERVICES

Architect agrees to provide the services described below:

1.1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all Master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

1.2. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available;

1.2.1. Physical characteristics;

1.2.2. Legal limitations and utility locations for the Project site(s);

1.2.3. Written legal description(s) of the Project site(s);

1.2.4. Grades and lines of streets, alleys, pavements, and adjoining property and structures;

1.2.5. Adjacent drainage;

1.2.6. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);

1.2.7. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;

1.2.8. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;

1.2.9. Surveys, reports, as-built drawings; and

1.2.10. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing utilities related to the Project, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if the Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

1.3. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's Information Technology Department and/or the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.

1.4. **Interior Design.** Provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will be available to the District in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project.

1.5. **Mandatory Assistance**

Except for Claims as defined in this Agreement, if a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("**Mandatory Assistance**").

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable

in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

1.6. **Oversight and Inspection Requirements**

1.6.1. The Architect agrees and acknowledges that the Architect must comply with all applicable DSA requirements, including the requirements of the most recent versions (including any updates to any of these documents made by DSA during the performance of the Services) of DSA documents PR 13-01 (Procedure: Construction Oversight Process) attached hereto as **Exhibit F** (**"PR 13-01"**), IR A-6 (Interpretation of Regulations: Construction Change Document Submittal and Approval Process) attached hereto as **Exhibit G** (**"IR A-6"**), DSA Form 3 (Project Submittal Checklist) attached hereto as **Exhibit H** (**"Form 3"**), and all other applicable documents and requirements.

1.6.2. **Distribution of CCD Category A Documents:** The Architect shall provide the Contractor and Project Inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

1.6.3. **CCD Category A Statement in Final Verified Report.** The final verified report (form DSA-6A/E) from the Architect must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

2. PRE-DESIGN AND START-UP SERVICES

2.1. **Project Initiation**

Upon final execution of the Agreement with the District, the Architect shall:

2.1.1. Within the first week following execution of the Agreement, review the proposed Schedule of Work set forth in Exhibit C to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for the review and approval by the District and by all regulatory agencies and additional definition of deliverables.

2.1.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2.2. **Development of Architectural Program**

The Architect shall prepare for the District's review an architectural program as follows:

2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and

recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

2.2.2. Review DSA codes pertaining to the proposed Project design.

2.2.3. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.

2.2.4. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.

2.2.5. Administer Project as required to coordinate work with the District and between Consultants.

2.2.6. Construction Cost Budget

2.2.6.1. Architect shall have responsibility to further develop review, and reconcile the Construction Cost Budget within the parameters of the Project Budget established in the District's implementation plan. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural programs as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

2.2.6.1.1. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District and its representatives.

2.2.6.1.2. Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) category for buildings being modernized.

2.2.6.1.3. Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.

2.2.6.1.4. The Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.

2.2.6.1.5. One week prior to submittal of documents, the Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

2.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

2.3. **Presentation**

Architect along with any involved consultant(s) shall present and review with the District and, if directed, with it's the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

2.4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

2.4.1. Two copies of Architectural Program (Include comparison between developed program and "model" program, include narrative explaining any substantial deviations);

2.4.2. Two copies of Site Plan;

2.4.3. Two copies of revised Construction Cost Budget;

2.4.4. Two copies of final Schedule of Work;

2.4.5. Two copies of meeting Reports/Minutes from Kick-off and other meetings;

2.4.6. Two copies of renderings provided to District for public presentation.

2.5. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

3. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

3.1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.

3.2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

3.3. **Architectural**

3.3.1. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

3.3.2. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.

3.3.3. As applicable, identify proposed roof system, deck, insulation system and drainage technique.

3.3.4. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

3.3.5. Identify code requirements, include occupancy classification(s) and type of construction.

3.4. **Structural**

3.4.1. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists); with preliminary sizing identified.

3.4.2. Identify foundation systems (including fill requirements, piles, caissons, spread footings); with preliminary sizing identified.

3.5. **Mechanical**

3.5.1. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

3.5.2. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.

3.5.3. Show selected system on drawings as follows:

3.5.3.1. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.

3.5.3.2. Location and preliminary sizing of all major equipment and duct work in allocated spaces.

3.5.3.3. Schematic piping.

3.5.3.4. Temperature control zoning.

3.5.4. Provide design criteria to include the intent base of design for the projects.

3.5.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.6. **Electrical**

3.6.1. Calculate overall approximate electrical loads.

3.6.2. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.

3.6.3. Show system(s) selected on drawings as follows:

3.6.3.1. Single line drawing(s) showing major distribution system.

3.6.3.2. Location and preliminary sizing of all major electrical systems and components including:

3.6.3.2.1. Load centers.
3.6.3.2.2. Main panels.
3.6.3.2.3. Switch gear.

3.6.4. Provide design criteria to include the intent base of design for the projects.

3.6.5. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

3.7. **Civil**

3.7.1. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

3.7.2. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.

3.7.3. Coordinate finish floor elevations with architectural site plan.

3.8. **Landscape**

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

3.9. **Specifications**

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

3.10. **Construction Cost Budget**

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

3.10.1. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.

3.10.1.1. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.

3.10.2. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.

3.10.3. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

3.10.4. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3.10.5. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

3.10.6. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

3.11. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Schematic Design Phase.

3.12. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

3.12.1. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

3.12.4. Two copies of a statement indicating changes made to the Architectural Program and Schedule;

3.12.5. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

3.13. **Presentation**

3.13.1. Architect shall present and review with the District the detailed Schematic Design.

3.13.2. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

3.14. **District Sign Off**

3.14.1. Architect shall not begin Design Development Phase services until the District has approved of the Schematic Design Package in writing.

4. DESIGN DEVELOPMENT PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Schematic Design Phase the Design Development Phase documents consisting of the following for each proposed system within Architect's scope of work:

4.1. **Architectural**

4.1.1. Scaled, dimensioned floor plans with final room locations including all openings.

4.1.2. 1/8" scale building sections showing dimensional relationships, materials and component relationships.

4.1.3. Identification of all fixed equipment to be installed in contract.

4.1.4. Site plan completely drawn with beginning notes and dimensions including grading and paving.

4.1.5. Preliminary development of details and large scale blow-ups.

4.1.6. Legend showing all symbols used on drawings.

4.1.7. Floor plans identifying all fixed and major movable equipment and furniture.

4.1.8. Further refinement of Outline Specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.

4.1.9. Typical reflected ceiling development including ceiling grid and heights for each ceiling to be used, showing:

4.1.9.1. Light fixtures.

4.1.9.2. Ceiling registers or diffusers.

4.1.9.3. Access Panels.

4.2. **Structural:**

4.2.1. Structural drawing with all major members located and sized.

4.2.2. Establish final building and floor elevations.

4.2.3. Preliminary specifications.

4.2.4. Identify foundation requirement (including fill requirement, piles) with associated soil pressure, water table and seismic center.

4.3. **Mechanical**

4.3.1. Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.

4.3.2. Major mechanical equipment should be scheduled indicating size and capacity.

4.3.3. Ductwork and piping should be substantially located and sized.

4.3.4. Devices in ceiling should be located.

4.3.5. Legend showing all symbols used on drawings.

4.3.6. More developed Outline Specifications indicating quality level and manufacture.

4.3.7. Control Systems to be identified.

4.3.8. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.4. **Electrical**

4.4.1. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space.

4.4.2. All major electrical equipment should be scheduled indicating size and capacity.

4.4.3. Complete electrical distribution including a one line diagram indicating final location of switchboards, communications, controls (high and low voltage), motor control centers, panels, transformers and emergency generators, if required. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

4.4.4. Legend showing all symbols used on drawings.

4.4.5. More developed and detailed Outline Specifications indicating quality level and manufacture.

4.4.6. Further evaluation and confirmation of the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

4.5. **Civil**

4.5.1. Further refinement of Schematic Design Phase development of on and off site utility systems for sewer, electrical, water, storm drain and fire water. Includes, without limitation, pipe sizes, materials, invert elevation location and installation details.

4.5.2. Further refinement of Schematic Design Phase roadways, walkways, parking and storm drainage improvements. Includes details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

4.6. **Landscape**

Further refinement of Schematic Design concepts. Includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

4.7. **Bid Documents**

Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents and "Division 1" documents) as part of its work under the Agreement.

4.8. **Construction Cost Budget**

4.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the Agreement and the preceding Phases, the following conditions apply to the revised Construction Cost Budget:

4.8.2. Design Development Estimate: This further revised estimate shall be prepared by specification section, summarized by CSI category and divided by trade and work item. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, and general conditions shall be listed separately.

4.8.3. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

4.8.4. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

4.8.5. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

4.9. **Deliverables and Numbers of Copies**

4.9.1. Two copies of Design Development drawing set from all professional disciplines necessary to deliver the Project;

4.9.2. Two copies of Specifications;

4.9.3. Two copies of revised Construction Cost Budget;

4.9.4. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

The Design Development deliverables shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

4.10. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Design Development Phase.

4.11. **District Sign Off**

Architect shall not begin Design Development Phase services until the has approved the Design Development floor plan in writing.

5. CONSTRUCTION DOCUMENTS PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall prepare from the accepted deliverables from the Design Development Phase the Construction Documents consisting of the following for each proposed system within Architect's scope of work:

5.1. **Construction Documents ("CD") 50% Stage:**

5.1.1. General

Prior to listing any specific equipment, material, supply, or furnishing, Architect shall verify, list and identify lead times and availability of all Project equipment, materials, supplies, and furnishings and ensure that all of these will be available to the contractor(s) in a timely fashion so as to not delay the Project and/or delay the District's beneficial occupancy of the Project. The Architect shall also provide other options to the District regarding other possible and more available equipment, materials, supplies, or furnishings.

5.1.2. Architectural

5.1.2.1. Site plan developed to show building location, and major site elements.

5.1.2.2. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Well developed finish, door, and hardware schedules.

5.1.2.5. Fixed equipment details and identification started.

5.1.2.6. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.

5.1.3. Structural

5.1.3.1. Structural floor plans and sections with detailing well advanced.

5.1.3.2. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.

5.1.3.3. Completed cover sheet with general notes, symbols and legends.

5.1.4. Mechanical

5.1.4.1. Mechanical calculations virtually completed with all piping and ductwork sized.

5.1.4.2. Large scale mechanical details started.

5.1.4.3. Mechanical schedule for equipment substantially developed.

5.1.4.4. Complete design of Emergency Management System ("**EMS**")."

5.1.5. Electrical

5.1.5.1. Lighting, power, signal and communication plans showing all switching and controls. Fixture schedule and lighting details development started.

5.1.5.2. Distribution information on all power consuming equipment; lighting and device branch wiring development well started.

5.1.5.3. All electrical equipment schedules started.

5.1.5.4. Special system components approximately located on plans.

5.1.5.5. Complete design of low voltage system. Low voltage system includes fire alarm system, security system, clock and public address system, voice data system, and telecom/technology system.

5.1.6. Civil

5.1.6.1. All site plans, site utilities, parking, walkway, and roadway systems updated to reflect update revisions from Design Development Phase Documents, including all topographical and major site elements and existing/proposed contour lines.

5.1.6.2. Site utility plans started.

5.1.7. Landscape

All landscape, hardscape, and irrigation plans updated to reflect update revisions from Design Development Phase Documents.

5.1.8. Construction Cost Budget

5.1.8.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the Design Development Phase revisions to the Construction Cost Budget. Architect shall provide a Construction Cost Budget sorted by the Project Bid Packages.

5.1.8.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.1.8.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.1.8.4. At this stage of the design, the Construction Cost Budget may include design contingencies of no more than 5% in the cost estimates.

5.1.9. Specifications

More than fifty percent (50%) complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.1.9.1. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.1.9.1.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400, or

5.1.9.1.2. The designation is allowable by a specific allowable exemption or exception pursuant to Public Contract Code, section 3400

5.1.9.2. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience by the District and only with District's prior approval.

5.1.9.3. Specifications shall be in CSI format.

5.1.10. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.1.10.1. Two copies of reproducible copies of working drawings;

5.1.10.2. Two copies of specifications;

5.1.10.3. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.1.10.4. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.1.11. **District Sign Off**

Architect shall not begin Construction Documents – 100% / Completion Stage services until the District has approved the then current fixtures, equipment, and finishes prepared by Architect in writing.

5.2. **Construction Documents – 100% / Completion Stage:**

5.2.1. Architectural

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Finish, door, and hardware schedules completed, including all details.

5.2.1.5. Fixed equipment details and identification completed.

5.2.1.6. Reflected ceiling plans completed.

5.2.2. Structural

5.2.2.1. Structural floor plans and sections with detailing completed.

5.2.2.2. Structural calculations completed.

5.2.3. Mechanical

5.2.3.1. Large scale mechanical details complete.

5.2.3.2. Mechanical schedules for equipment completed.

5.2.3.3. Completed electrical schematic for environmental cooling and exhaust equipment.

5.2.3.4. Complete energy conservation calculations and report.

5.2.4. Electrical

5.2.4.1. Lighting and power plan showing all switching and controls. Fixture schedule and lighting details completed.

5.2.4.2. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.

5.2.4.3. All electrical equipment schedules completed.

5.2.4.4. Special system components plans completed.

5.2.4.5. Electrical load calculations completed.

5.2.5. Civil

All site plans, site utilities, parking and roadway systems completed.

5.2.6. Construction Cost Budget

5.2.6.1. Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding phases, Architect shall update and refine the 50% Construction Documents Phase revisions to the Construction Cost Budget.

5.2.6.2. The Construction Cost Budget for the Project must at no point exceed the District's Project Budget allocation for construction. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

5.2.6.3. The Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, the Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

5.2.6.4. At this stage of the design, the Construction Cost Budget shall not include any design contingencies in excess of the cost estimates.

5.2.7. Specifications

5.2.7.1. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5.2.7.2. No part of the specifications shall call for a designated material, product, thing, or service by specific brand or trade name unless:

5.2.7.2.1. The specification is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service, as required by Public Contract Code, section 3400; or

5.2.7.2.2. The designation is allowable by specific allowable exemptions or exceptions pursuant to Public Contract Code, section 3400.

5.2.7.3. Specifications shall not contain restrictions that will limit competitive bids other those required for maintenance convenience by the District and only with District's prior approval.

5.2.7.4. At one hundred percent (100%) review, District shall review the specifications and shall direct Architect to make corrections at no cost to the District.

5.2.7.5. Coordination of the Specifications with specifications developed by other disciplines.

5.2.7.6. Specifications shall be in CSI format.

5.2.8. Constructability Review

The District and/or its designee shall conduct a constructability review of the Construction Documents. A report shall be given to the Architect who shall make necessary changes along with providing written comments for each item listed in the report.

5.2.9. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

5.2.9.1. Two copies of reproducible copies of working drawings;

5.2.9.2. Two copies of specifications;

5.2.9.3. Two copies of engineering calculations;

5.2.9.4. Two copies of revised Construction Cost Budgets;

5.2.9.5. Two copies of statement of requirements for testing and inspection of service for compliance with Construction Documents and applicable codes;

5.2.9.6. Two copies of DSA file including all correspondence, meeting, back check comments, checklists to date;

5.2.9.7. Two copies of a statement indicating any authorized changes made to the design from the last Phase and the cost impact of each change on the previously approved Construction Cost Budget. If no design changes occur but shifts of costs occur between disciplines, identify for District review.

5.2.10. **District Sign Off**

Architect shall not begin Construction Documents (CD) Final Back-Check Stage services until the District approved of the final fixtures, equipment, and finishes prepared by Architect in writing.

5.3. **Construction Documents (CD) Final Back-Check Stage**

The Construction Documents final back-check stage shall be for the purpose of the Architect incorporating all regulatory agencies' comments into the drawings, specifications, and estimate. All changes made by the Architect during this stage shall be at no additional cost to the District.

5.3.1. **Approval of Construction Documents.** Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

5.3.2. The final contract documents delivered to the District upon completion of the Architect's work shall be the Bid Set and shall consist of the following:

5.3.2.1. Drawings: Original tracings of all drawings on Architect's tracing paper with each Architect/consultant's State license stamp.

5.3.2.2. Specifications: Original word-processed technical specifications on reproducible masters in CSI format.

5.3.3. Architect shall update and refine the consultants' completed Construction Documents.

5.3.4. **District Sign Off**

Architects Construction Documents Phase services shall not be deemed complete until the District has approved the final Construction Documents in writing.

5.4. **Meetings**

During this Phase, Architect shall attend, take part in, and, when indicated and requested by District and School Site staff as necessary, conduct meetings, site visits, and workshops. Architect shall take part in any and all reasonably necessary meetings requested by District and School Site staff during the Construction Document Phase.

6. BIDDING PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Bidding Phase services for District as follows:

6.1. Contact potential bidders and encourage their participation in the Project.

6.2. Coordinate the development of the bidding procedures and the construction contract documents with the District.

6.3. The development of the bidding procedures and the construction contract documents shall be the joint responsibility of the District and the Architect.

6.4. While the Project is being advertised for bids, all questions concerning intent shall be referred to the District for screening and subsequent processing through Architect.

6.5. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, those items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action will be in the form of an addendum prepared by the Architect and issued by the District.

6.6. Attend bid opening.

6.7. Coordinate with Consultants.

6.8. Respond to District questions and clarifications.

6.9. Deliverables and Number of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

6.9.1. Two copies of meeting report/minutes from kick-off meeting;

6.9.2. Two copies of meeting report/minutes from pre-bid site walk;

6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with two (2) complete, reproducible sets of plans and specifications marked as a Conforming Set, and one (1) electronic set of plans in AutoCAD 2006 or compatible set and one (1) electronic copy of the conforming specifications in Microsoft Word.

7. CONSTRUCTION ADMINISTRATION PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, the Architect shall perform Construction Administration Phase services for the District as follows:

7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier.

7.2. Change Orders

7.2.1. Architect shall review all of contractor's change order requests to determine if those requests are valid and appropriate. Architect shall provide a recommendation to District as to whether the change should be approved, partially approved, returned to the contractor for clarification, or rejected.

7.2.2. The Architect shall furnish all necessary additional drawings for supplementing, clarifying, and/or correcting purposes and for change orders. The District shall request these drawings from the Architect and shall be at no additional cost unless designated as Extra Services by the District. The original tracing(s) and/or drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.

7.3. Submittals

7.3.1. Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, project data, samples and change orders, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.

7.3.2. Architect shall review contractor's schedule of submittals and advise the District on whether that schedule is complete. The Architect shall provide the District with proposed revisions to this schedule and advise the District on whether the District should approve this schedule.

7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time

period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

7.4. **RFIs.** During the course of construction, all Requests for Information (**"RFI"**) must be responded to as expeditiously as possible so as not to impact and delay the construction progress. In no case shall the review period associated with an RFI exceed seven (7) calendar days from the receipt by the Architect. Architect's response to each RFI shall be a substantive and acceptable response. This 7-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

7.5. On the basis of on-site observations, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. Architect shall notify the District in writing of any defects or deficiencies in the work by any of the District's contractors that the Architect may observe. However, the Architect shall not be a guarantor of the contractor's performance. Further, The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

7.6. **Rejection of Work.** The Architect shall have the authority, only after pre-approval of the District, to reject Project contractor(s)'s work that does not conform to the requirements of the construction contract documents. The Architect shall have the authority, upon its sole discretion, to reject Project contractor(s)'s work that presents an immediate risk of injury to persons.

7.7. **Quality Control/Punch List Process.** Architect shall evaluate during the Construction Administration and Closeout Phases the contractor(s)' execution and overall delivery of its work throughout the construction process shall use its best efforts to ensure the Project meets or exceeds the criteria as set forth in the Conforming Set. The Parties acknowledge that this process is not commissioning of the Project or the Project's system(s).

7.7.1. The Quality Control/Punch List (**"QC"/"Punch"**) Process is a comprehensive and systematic process to verify that the building systems and assemblies are constructed and installed as designed to meet the District's requirements. Quality Control during the Construction Phase, the Closeout Phase, and all warranty periods shall achieve the following specific objectives:

7.7.1.1. Verify and document that assemblies and equipment are installed per manufacturer's recommendations, product minimum standards, and the design intent expressed in the Contract Documents.

7.7.1.2. Verify and document that the manufacturer(s) and designer(s) of assemblies, equipment, and systems have approved the full compliance, performance, and operation of all completed assemblies, equipment, and systems for that they manufactured and/or designed.

7.7.1.3. Verify and document assembly, equipment, and system function.

7.7.1.4. Verify the completeness of operations and maintenance materials.

7.7.1.5. Ensure that the District's operating personnel receive all required training and are offered additional and supplemental training, on the operation and maintenance of building assemblies, equipment, and systems.

7.7.1.6. In addition to all incomplete items on its punch list, document items of known non-compliance in materials, installation or operation.

7.7.2. The QC/Punch Process does not reduce the responsibility of any designers or contractors to provide a finished and fully functioning product.

7.8. **As-Built Drawings.** Architect shall review and evaluate for District, the contractor(s)' documentation of the actual construction performed during the Project that the contractor(s) should prepare and submit as As-Builts. As-Builts are documents that show the actual construction performed during the Project, including changes necessitated by change orders, and detailed by the District's construction contractor(s) on a Conforming Set.

7.8.1. Architect shall provide to contractor(s), electronic "background" copies of all plans on which the contractor(s) shall indicate its "As-Builts" in electronic format back to the District.

7.9. **Record Drawings.** Only if requested specifically by the District, Architect shall incorporate all information on all As-Builts, sketches, details, and clarifications, and prepare one set of final Record Drawings for the District. The Record Drawings shall incorporate onto one set of electronic drawings, all changes from all As-Builts, sketches, details, and clarifications. If a set of Record Drawings has been requested by the District, then (1) the Architect shall deliver it to the District at completion of the construction and (2) it shall be a condition precedent to the District's approval of the Architect's final payment. The Architect may insert the following notice on the Record Drawings:

> These drawings [or corrected specifications] have been prepared based on information submitted, in part, by others. The Architect has provided a review consistent with its legal standard of care.

7.10. **O&M Manuals / Warranties.** Architect shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems, to ensure that they meet the requirements of the plans and specifications.

7.11. Architect shall also provide, at the District's request, architectural/engineering advice to the District on start-up, break-in, and debugging of facility systems and equipment, and apparent deficiencies in construction following the acceptance of the contractor's work.

7.12. **Contractor's Application for Payment.** Failure of Architect to perform the following tasks shall be a material breach of the Agreement.

7.12.1. **Development of Payment Procedures.** In consultation with the District and the construction manager, the Architect shall assist in the development and implementation of procedures, forms and documents for the submittal, review, processing and disbursement of Progress Payments to the Project contractor(s).

7.12.2. **Certification of Payment Due.** Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each application for progress payment. The Architect shall review and respond to applications for progress payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Project contractor(s) under the terms of the construction contract documents and applicable law, rule or regulation.

7.12.3. **Final Payment.** The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to

allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

7.12.4. Recommendations of Payment by Architect constitute Architect's representation to the District that work has progressed to the point indicated to the best of Architect's knowledge, information, and belief, and that the quality of the work is in general conformance with the contract documents.

7.13. **Deliverables and Number of Copies**

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

7.13.1. Two copies of meeting report/minutes from kick-off meeting;

7.13.2. Two copies of observation reports;

7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

7.15. **Duty to Timely Respond to DSA Inquiries.** Architect acknowledges that the District, DSA, and/or the Inspector of Record may require Architect to submit changes or clarifications to the Construction Drawings and other documentation to DSA for its consideration and approval during the Construction Administration Phase (**"DSA Request"**). Any delay by Architect in responding to the DSA Request is likely to result in delays to the Project. Accordingly, Architect shall respond expeditiously and with all due diligence to any DSA Request (**"DSA Response"**), provided that in no event shall the Architect's DSA Response occur later than two (2) days after Architect receives notice of the DSA Request, unless a longer period of time is approved in writing, in advance, by the District.

8. CLOSEOUT PHASE

8.1. As the Construction Administration Phase progresses, the Architect shall perform the following Closeout Phase services for the District as required:

8.1.1. Architect shall review the project and observe the construction as required to determine when the contractor has completed the construction of the Project and shall prepare punch lists of items that remain in need of correction or completion.

8.1.2. Architect shall collect from the contractor, review, and forward to the District all written warranties, operation manuals, spare parts, lien waivers, and Certificates of Inspection and Occupancy with Architect's recommendation as to the adequacy of these items.

8.1.3. Architect shall prepare or collect, as applicable, and provide to DSA, all reports required by DSA related to the design and construction of the Project.

8.1.4. Architect shall obtain all required DSA approval on all change orders and addenda to the contractor's contract.

8.1.5. Architect shall prepare verified report(s) for the Project (DSA-6A/E Verified Report, Rev 04/08, or more recent revision if available).

8.1.6. Architect shall prepare a set of Record Drawings for the Project, as requested by the District.

8.1.7. Architect shall review and prepare a package of all warranty and O&M documentation.

8.1.8. Architect shall organize electronic files, plans and prepare a Project binder.

8.1.9. Architect shall coordinate all Services required to close-out the design and construction of the Project with the District and between consultants.

8.1.10. Architect shall coordinate and obtain DSA approval of the Project in a time period not to exceed twelve months from the date of the start of the Closeout Phase (see Exhibit C) or issuance final payment release to the contractor(s); whichever is soonest.

8.2. When the design and construction of the Project is complete, the District shall prepare and record with the County Recorder a Notice of Completion for the Project.

8.3. **Deliverables and Number of Copies**

8.3.1. Punch lists for each site;

8.3.2. Upon completion of the Project, all related project documents, including As-Builts and Record Drawings (if requested by the District). These are the sole property of the District.

8.4. **Meetings**

During this phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops.

9. MEETINGS / SITE VISITS / WORKSHOPS

9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

9.2. **General Meeting, Site Visit and Workshop Requirements**

9.2.1. Architect shall always be prepared to answer questions and issues from District staff, site staff, potential bidders, and/or contractors, as applicable.

9.2.2. Architect shall maintain documentation of all meetings, site visits or site observations held in conjunction with the design and construction of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.

9.2.3. As required, Architect shall provide at no additional cost to the District copies of all documents or other information needed for each meeting, site visit, and workshop.

9.2.4. Each meeting may last up to one full day (eight (8) hours) and shall be held at the District office or at one of the Project sites, unless otherwise indicated.

9.3. **Meetings During Project Initiation Phase (Three (3) meeting(s))**

9.3.1. Within the first week following execution of the Agreement, the Architect shall participate in one Project kick-off meeting to determine the Project intent, scope, budget and timetable, which shall encompass the following:

9.3.1.1. The Architect, its appropriate consultant(s), and District staff, shall attend the meeting.

9.3.1.2. The Project kick-off meeting will introduce key team members from the District and the Architect to each other, defining roles and responsibilities relative to the Project.

9.3.1.3. During this meeting, the Architect shall:

9.3.1.3.1. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.

9.3.1.3.2. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.

9.3.1.3.3. Review and explain the scope of work and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.

9.3.1.3.4. Review documentation of the Project kick-off meeting prepared by the District's representative and comment prior to distribution.

9.4. **Initial Site Visits (Three (3) meeting (s))**

9.4.1. Architect shall visit the Project sites to complete a visual inventory and documentation of the existing conditions.

9.5. **Meetings During Architectural Program (Three (3) meeting (s))**

9.5.1. Architect shall participate in two (2) public community information site meetings to receive input from the community regarding its wishes and expectations regarding the

design of Architect's work on the Project and the schedule of use of the sites during construction.

9.5.2. Architect shall conduct one (1) site meeting with the District's facilities team to gather information from District facilities team and site personnel and to make a visual presentation regarding the Project.

9.5.3. Electrical, civil, mechanical, structural, landscaping, and estimating consultant(s) shall participate in these meetings as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.

9.6. **Meetings During Schematic Design Phase (Eight (8) meeting (s))**

9.6.1. Within the first two weeks following the start of the Schematic Design Phase, Architect shall conduct one design workshop with the District's facilities team and site personnel to complete a basic design framework with computer-aided design equipment (CADD). The District may, at its discretion, allow the Architect to proceed with this meeting without using CADD. Architect shall conduct a meeting at least every two (2) weeks during this Phase with itself, all its Consultants required for that meeting, the District, and their designated representatives, until the District has indicated its acceptance with the Architect's Schematic Design. The District reserves the right to require attendance of specific Consultant(s). This workshop shall include the following:

9.6.1.1. Architect shall designate its team member duties and responsibilities;

9.6.1.2. Architect and District shall review District goals and expectations;

9.6.1.3. District shall provide input and requirements;

9.6.1.4. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.6.1.5. Prepare and/or revise the scope of work list and general work plan from the Pre-Design Phase, for documentation in a computer-generated Project schedule;

9.6.1.6. Establish and agree regarding methods to facilitate the communication and coordination efforts for the Project.

9.6.2. Architect shall conduct approximately four (4) District-Architect Coordination meetings, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately four (4) Design Committee meetings throughout the Schematic Design Process.

9.7. **Meetings During Design Development Phase (Six (6) meeting (s))**

9.7.1. At the time designated for completion of the Design Development package, Architect shall conduct four meetings with the District to review the following:

9.7.1.1. Present the Design Development package for review and comment to proceed with preparation of final plans and specification.

9.7.1.2. Architect and District shall review Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.7.2. **Value Engineering Workshop (Two (2) meeting (s))**

Architect shall conduct value engineering workshop(s), as requested by the District, including all of Architect's consultant(s), the District, and the Construction Manager during the Design Development Phase. This workshop shall be ongoing and may include several meetings.

9.8. **Meetings During Construction Documents Phase (Eight (8) meeting (s))**

9.8.1. Prior to beginning work on the fifty percent (50%) design package, Architect shall conduct meetings with the District to revise the Design Development package and receive comments.

9.8.2. At the time designated for completion of the fifty percent (50%) submittal package, Architect shall conduct one meeting, per package or submittal, with the District to review the following:

9.8.2.1. Present the fifty percent (50%) submittal package for review and comment to proceed with preparation of final plans and specification.

9.8.2.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget;

9.8.3. At the time designated for completion of the one hundred percent (100%) Construction Document package, Architect shall conduct meetings with the District to review the following:

9.8.3.1. Present the hundred percent (100%) Construction Document package for review and comment to proceed with preparation of final plans and specification.

9.8.3.2. Architect and District shall provide further review of Project scope and budget, including the Construction Cost Budget and the Project Budget.

9.9. **Meetings During Bidding Phase (Three (3) meeting (s))**

9.9.1. Attend and take part in two meetings with all potential bidders, District staff, and Construction Manager.

9.9.2. Conduct one kick-off meeting, per site, with the successful bidder, District staff, and Construction Manager to finalize the roles and responsibilities of each party and provide protocols and processes to follow during construction.

9.10. **Meetings During Construction Administration Phase**

9.10.1. Architect shall visit the Project site as necessary or when requested, and in no case less than once per week, sufficient to determine that the Project is being constructed in accordance with the plans and specifications, and to resolve discrepancies in the contract documents and to monitor the progress of the construction of the Project.

9.10.2. Conduct weekly project meetings with District staff to review with District staff the progress of the work at each site.

9.10.3. Architect shall ensure that consultant(s) visit the site in conformance with their agreement.

9.11. **Citizens' Bond Oversight Committee Meetings**

Architect acknowledges that the design and construction of the Project is subject to oversight by the District's citizen bond oversight committee. Architect shall, at the District's direction, attend District citizen bond oversight committee meeting(s) and present the Architect's design to the District's citizen bond oversight committee for review and recommendation to the District's governing board.

9.12. **Governing Board Meetings**

Architect acknowledges that the District's governing board must approve all designs. Architect shall, at the District's direction, attend District governing board meeting(s) and present the Architect's design to the District's governing board for review and approval.

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

Architect shall bill hourly for any Extra Services, unless provided for otherwise herein, or unless an alternate payment structure is expressly requested in writing by the District. The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized in writing by the District in accordance with the Article "Payment for Extra Services or Changes" in the Agreement:

1. Making revisions in drawings, specifications, or other documents when such revisions are:

    1.1. Required to comply with direction from the District that is substantively different than approvals or instructions previously given by the District.

    1.2. Required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set, unless those enactments or revisions were foreseeable or reasonably should have been foreseeable by the Architect prior to preparation of the Conforming Set.

    1.3. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.

    1.4. Required to provide services in connection with Change Orders and directive not the fault of the Architect.

2. Providing services required because of significant documented changes in a Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.

3. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.

4. Providing services made necessary by the default of contractor(s), by major defects, or deficiencies in the work of contractor(s).

5. In the absence of a final Certificate of Payment or Notice of Completion, providing Services more than sixty (60) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

6. Providing deliverables or other items in excess of the number indicated in **Exhibit A.** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit A,** so that District can procure the additional deliverables itself or direct Architect to procure the deliverables at District's expense or on District's account at a specific vendor. This includes the cost and preparation of Record Drawings.

7. Providing services as directed by the District that are not part of the Services of this Agreement.

8. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.

9. Providing training, adjusting, or balancing of systems and/or equipment sixty (60) days after completion of work by Contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.

10. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	**Hourly Rate**
Principal-in-Charge	$225.00
Project Manager	$195.00
Project Architect	$175.00
Project Architect / Designer	$155.00
Senior CAD / Designer	$135.00
Intermediate CAD / Designer	$125.00
Junior CAD / Designer	$95.00
Cost Estimator	$85.00
Support Staff	$75.00

11. The mark-up on any approved item of Extra Services performed by Consultant(s) shall not exceed **five percent (5%).**

12. Mileage to/from Project is **NOT** reimbursable as Extra Services.

EXHIBIT C

SCHEDULE OF WORK

1. Promptly after the execution of this Agreement, the Architect shall prepare and submit for approval to the District a Schedule of Work showing the order in which Architect proposes to carry out Architect's work within the Term as defined in the Agreement ("**Schedule of Work**"). The Schedule of Work shall apply to the completion of all services listed hereunder within the times established by this Agreement. The Schedule of Work shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Work on a monthly basis and deliver two (2) copies to the District along with the monthly billing.

2. Architect shall complete all work and services required per the Schedule of Work after written authorization from the District to proceed.

3. The durations stated in the Schedule of Work shall include the review periods required by the District and all other regulatory agencies.

4. All times to complete tasks set forth in this Exhibit are of the essence. If delays in the Schedule of Work are imposed by the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Work if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, such extensions shall be authorized in writing by the District.

<<Phase Name>>	<<Specific Date or Month/Year>>
<<Phase Name>>	<<Specific Date or Month/Year>>
<<Phase Name>>	<<Specific Date or Month/Year>>
<<Phase Name>>	<<Specific Date or Month/Year>>

Note: The exact dates required to achieve the District's overall Project objective and completion are subject the District's modification, but The Architect acknowledges that its Fee is based on the Architect performing the Services and not based on the length of time to perform those Services or for the design or construction of the Project.

EXHIBIT D

PAYMENT SCHEDULE

1. Compensation

1.1. District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("**Fee**"):

Based on the OPSC Fee schedule as indicated here:

Total Cumulative	Estimated Construction Cost Budget (Hard Costs)		% of Hard Costs	Estimated Total
$500,000	1st $500,000	$500,000	9%	$45,000.00
$1,000,000	2nd $500,000	$500,000	8.50%	$42,500.00
$2,000,000	next $1 million	$1,000,000	8%	$80,000.00
$6,000,000	next $4 million	$4,000,000	7%	$280,000.00
$10,000,000	next $4 million	$4,000,000	6%	$240,000.00
$16,000,000	in excess of $10 million	$5,844,758	5%	$292,237.90
			Total Estimated Fee:	**$979,737.90**
			Fee Discount:	**7.5%**
			Adjusted Fee:	**$906,257.56**
			Estimated Construction Cost Budget:	**$15,844,758.00**

The estimated Construction Cost Budget at the time of execution of this Agreement is **Fifteen Million Eight Hundred Forty-Four Thousand Seven Hundred Fifty-Eight Thousand Dollars ($15,844,758)**, therefore the estimated fee is **Nine Hundred Six Thousand Two Hundred Fifty-Seven Dollars and Fifty-Sex Cents ($906,257.56)**. **The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time.**

1.2. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit A.** or any other direct or indirect expenses incident to providing the services. Except as expressly set forth in the Agreement and **Exhibit B,** there shall be no payment for extra costs or expenses.

1.3. District shall pay Architect for all Services contracted for under this Agreement pursuant to the following schedule ("**Payment Schedule**"):

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		**Phase Amount**
Schematic Design Phase		10%
Design Development Phase		10%
Construction Documents Phase		40%
DSA Stamped Approval	5%	
Bidding Phase		5%
Construction Administration Phase		30%
Closeout Phase		5%

Generate Punch List	1%	
Sign Off On Punch List	1%	
Receive and Review All O&M Documents	1%	
Filing All DSA Required Closeout Documents	1%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	1%	

2. **Method of Payment.** Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

2.1. If reasonably requested by District and, if reasonably requested, as a precondition of payment, Architect shall submit to District documentation showing proof that payments were made to Architect's consultant(s).

2.2. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.

2.3. Upon receipt and approval of Architect's invoices, the District agrees to make payments within forty-five (45) days of receipt of the invoice as follows:

2.3.1. **Pre- Design/Architectural Program Development Phase**:
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

2.3.2. **For Schematic Design Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

2.3.3. **For Design Development Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Design Development Phase by the District.

2.3.4. **For Construction Documents Phase:**
Monthly payments for percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon acceptance and approval of the Construction Documents Phase by the District.

2.3.5. **For Bidding Phase:**
Monthly payments for the percentage of Services complete up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's award of the bid.

2.3.6. **For Construction Administration Phase:**
Monthly payments based on Architect's invoices pursuant to the following:

1. Monthly payments for the percentage of Services complete, up to ninety-five percent (95%) of the fee for the phase; one hundred percent (100%) payment upon the District's agreement that the Architect can generate a Punch List as part of the Closeout Phase.

2.3.7. **For Closeout:**
Individual payment(s) proportionate to the items completed within this Phase.

3. Format and Content of Invoices

3.1. Architect acknowledges that the District requires Architect's invoices for Basic Services must include explanations of the Services performed.

3.2. For invoices for Extra Services, a more detailed explanation, with specificity, is required. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable for invoices for Extra Services. The times indicated below are just placeholders:

Review/Respond RFI's, Const. Admin Mtgs., Review Shop Drawings, Field Sketches	5.5 hours
Prepare Construction Documents: floor plans, exterior elevations, consultant coordination.	7.5 hours
Master Budget update, Master Schedule Update, Board Presentation, Accounting coordination	6.5 hours

EXHIBIT E

INSURANCE REQUIREMENTS

Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated as a material breach of contract by the District.

1. **Minimum Scope and limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits and shall be an occurrence-based basis unless otherwise indicated:

   1.1. **Commercial General Liability.** One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

   1.2. **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per accident for bodily injury and property damage.

   1.3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per accident for bodily injury or disease. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

   1.4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, the Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per occurrence. The Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

   1.5. **Professional Liability.** This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars ($1,000,000) per occurrence limit and two million dollars ($2,000,000) aggregate limit, and subject to no more than **seventy-five thousand dollars ($75,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis.**

   The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for those changes.

   Furthermore, and to the coverage and limits specified herein shall be the greater of:

   1.6. The minimum coverage and limits specified in this Agreement; or

1.7. The broader coverage and maximum limits of coverage, if any, of any existing insurance policy required of the Architect to be kept pursuant to this Agreement.

2. **Deductibles and Self-Insured Retention**: The Architect shall inform the District in writing if any deductibles or self-insured retention exceeds $25,000. At the option of the District, either:

2.1. The District can accept the higher deductible; or

2.2. The Architect's insurer shall reduce or eliminate the deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers.

3. **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

3.1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("**Additional Insureds**") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Architect shall ensure that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage limits/requirements shall also be available to the Additional Insureds.

3.2. For any claims related to the projects, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.

3.3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

3.4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. At the option of the District, the Architect shall be the party required to provide the District this notice in lieu of the Architect's insurance provider.

4. **Acceptability of Insurers**: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. The Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, either:

4.1. The District can accept the lower rating;

4.2. Require the Architect to procure insurance from another insurer.

5. **Verification of Coverage**: Architect shall furnish the District with:

5.1. Certificates of insurance showing maintenance of the required insurance coverage;

5.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before Services commence.

EXHIBIT F
DSA FORM PR 13-01

DSA PR 13-01

PROCEDURE: CONSTRUCTION OVERSIGHT PROCESS

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

PURPOSE: California Code of Regulations (CCR), Title 24, Part 1, Chapter 4, Article 1 (Sections 4-211 through 4-220) and Group 1, Articles 5 and 6 (Sections 4-331 through 4-344) provide regulations governing the construction process for projects under the jurisdiction of the Division of the State Architect (DSA).

This Procedure provides the required, prescribed method for compliance with applicable sections of the above regulations related to communication and documentation of the status of construction inspections and material testing.

See *Section 5* for information on applicability of this procedure to your existing project.

BACKGROUND: Successful construction inspections and material testing are critical to the delivery of code compliant projects. Communication and documentation of these inspections and tests are necessary to enable involved parties to understand the status of those inspections and tests, so that conditions not compliant with the DSA-approved construction documents are identified in a timely manner and not covered up by subsequent construction activities.

DEFINITIONS: The following definitions apply to terms used in this document:

Architect/Engineer – An abbreviated use of the term design professional in general responsible charge.

Contract – A written agreement for facility construction, alteration, repair or other construction activities regulated by DSA.

Contractor – A company or individual that contracts for or is otherwise responsible for the construction of the project or portions of the project.

DSA-Approved Construction Documents – Portions of plans, specifications, *DSA-103: List of Structural Tests and Special Instructions*, addenda, deferred submittals, revisions, and construction change documents (CCDs) duly approved by DSA that contain information related to and affecting structural safety, fire/life safety, and accessibility (refer to *IR A-6: Construction Change Document Submittal and Approval Process* for additional information about CCDs). While all portions of the construction documents may contain a DSA identification stamp, this stamp is not the approval. Approval by DSA is indicated by a letter to the school district. This letter clarifies that the approval is limited to structural safety, fire/life safety and accessibility.

The DSA approval letter states: *"Buildings constructed in accordance with approved drawings and specifications will meet minimum required standard given in Title 24, California Code of Regulations, for structural, and fire and life safety ... and ... certifies that the drawings and specifications are in compliance with State regulations for the reasonable accommodation of the disabled."*

Design Professional In General Responsible Charge – The architect or engineer in general

responsible charge of the project, as listed on Line 21 or 23 of form *DSA 1: Application for Approval of Plans and Specifications and Instructions.*

Non-Building Site Structures – Structures that are required to resist loads imposed by gravity, wind, seismic, earth or other external forces and are not enclosed by walls and a roof (examples include: shade structures not enclosed by walls, bleachers, ball walls, trash enclosures, dugouts, tanks, equipment, fences, retaining walls, ramps, stairs, cell towers, light poles, etc.).

The term "Non-Building Site Structures" is used only to clarify the types of site structures that are relevant when issuing form *DSA 152: Project Inspector Card* for site work. These types of structures are school buildings as defined in the California Administrative Code Title 24, Part 1.

Other Responsible Design Professionals – Architects or engineers with delegated responsibility for portions of the project as listed on Lines 24a, 24b, 24c or 24d of form DSA 1 and Line 1.0 of *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings* (when applicable), such as architects, structural engineers, mechanical engineers, electrical engineers and the geotechnical engineer of record.

Permanent Modular – Permanent buildings or structures built in a fabrication plant off-site not intended for relocation, constructed of modular units that do not have an integral floor, and are mounted on a permanent foundation such as modular school buildings or elevator towers.

Permanent buildings include enclosed structures for the purpose of housing students and teachers, such as classrooms, assembly buildings, administrative buildings, etc.

Project Inspector – An inspector who is employed by the school district, certified by DSA and specifically approved by DSA and applicable project design professionals to provide competent, adequate and continuous construction inspections for the project.

Relocatable Building – Buildings as defined in Title 24, Part 1, Section 4-314 which are built in a fabrication plant off-site.

APPLICABLE DSA FORMS:

- DSA 1
- DSA 1-MR.
- *DSA 5-AI: Assistant Inspector Qualification and Approval.*
- *DSA 5-PI: Project Inspector Qualification and Approval.*
- *DSA 5-IPI: In-Plant Project Inspector Qualification and Approval.*
- *DSA 5-SI: Special Inspector Qualification and Approval.*
- *DSA 6-AE: Architect/Engineer Verified Report.*
- *DSA 6-C: Contractor Verified Report.*
- *DSA 6-PI: Project Inspector Verified Report.*
- *DSA 102-IC: Construction Start Notice/Inspection Card Request.*
- DSA-103
- *DSA 108: Change in Delegation of Responsibility.*
- *DSA 109: Transfer of Responsibility: Geotechnical Engineer.*

- *DSA 119: Project Inspector Performance Review.*
- *DSA 130: Certificate of Compliance–Accepted Folding and Telescopic Seating Fabricator.*
- *DSA 135: Field Trip Note (internal form).*
- *DSA 151: Project Inspector Notifications.*
- DSA 152
- *DSA 152-IPI: In-Plant Inspector Inspection Card/Verified Report.*
- DSA 153: Inspection Card Building Identifier (internal form).
- *DSA 154: Notice of Deviations / Resolution of Deviations.*
- *DSA 155: Project Inspector Semi-Monthly Report.*
- *DSA 156: Commencement/Completion of Work Notification.*
- *DSA 168: Statement of Final Actual Project Cost.*
- *DSA 180: Project Inspector Performance Record.*
- *DSA 211: Attachment for Additional Comments/Information.*
- *DSA 291: Laboratory of Record Verified Report.*
- *DSA 292: Special Inspectors Employed Directly by the District Verified Report.*
- *DSA 293: Geotechnical Verified Report.*

REQUIREMENTS FOR REPORTING STATUS OF COMPLIANT CONSTRUCTION: For every project there shall be a project inspector who shall have personal knowledge as defined in Title 24, Part 1, Section 4-336(a) of all work on the project.

All construction is required to be completed in compliance with the project construction documents. The construction documents are required to be in compliance with the California Building Codes in effect at the time the original plans and specifications are submitted to DSA. DSA reviews and approves the submitted plans, specifications and other construction documents for compliance with codes regulating structural safety, fire/life safety and accessibility. Other portions of the plans that do not contain content about or that affect structural safety, fire/life safety and accessibility are not reviewed by DSA and the responsibility for determining code compliance of those portions is the sole responsibility of the design professionals.

In order to distinguish between the portions of the plans that DSA reviews and approves and other portions of the plans, the term DSA-approved construction documents is used for the portions of the plans that are duly approved by DSA, contain information related to and affecting structural safety, fire/life safety, and accessibility. However, all work shown in the project construction documents must be inspected by the project inspector.

The California Administrative Code Section 4-333(b)3 specifically states that "no work shall be carried on except under the inspection of an inspector approved by DSA." All construction is required to be completed in compliance with the project construction documents which include both the "DSA-approved construction documents" portions and the portions containing all the other work.

CONSTRUCTION OVERSIGHT PROCESS

The California Administrative Code requires the project inspector to make certain reports pertaining to the status of construction compliance. To fulfill this requirement, the project inspector shall use the following:

- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- *DSA 6-PI*
- Project Inspector Job File.

1. REQUIREMENTS FOR USE OF PROJECT INSPECTION CARD (FORMS DSA 152 AND DSA 152-IPI): The Project Inspection Card (form DSA 152) is considered to be an interim verified report by the project inspector. The DSA 152-IPI is considered to be the final verified report for the in-plant fabrication of permanent modular or relocatable buildings (see *Section 1.7*). The project inspector signs off the applicable blocks and sections on the form as the work progresses. The project inspector is required to complete the form in compliance with this procedure document and reference the Instructional Notes on the second page of form DSA 152 and the *DSA 152 Manual – A Guide for Completing the Project Inspector Card* (DSA 152 Manual). When signing off the blocks and sections of the form, the project inspector is verifying all of the following:

- Identified areas are determined to be in compliance with the DSA-approved construction documents.
- Required structural/material and fire/life safety testing and inspections are complete.
- Required documentation has been received by the project inspector.

Note: For small/fast projects, interim verified reports from the design professionals, geotechnical engineer, Laboratory of Record, and special inspectors are not mandatory if the requirements listed in DSA Policy *PL 14-01: Inspection Card Use for Small/Fast Projects* are met prior to commencing construction.

1.1 Request for issuance of forms DSA 152 and DSA 152-IPI: Form *DSA 102-IC: Construction Start Notice/Inspection Card* Request is used to request the issuance of Project Inspection Cards. After project approval, a DSA 5-PI, DSA 5-IPI (when applicable) must be submitted to and approved by DSA prior to the DSA 102-IC submission. Under circumstances agreed to by DSA prior to project approval, the DSA 5-PI, DSA 5-IPI (when applicable) and DSA 102-IC may be submitted simultaneously and DSA will attempt to expedite the issuance of the DSA 152 and DSA 152-IPI. Once the DSA 5-PI, DSA 5-IPI (when applicable) is approved, DSA (Document Controller) will fill in the "DSA 5-PI Approval Date" (or, when applicable, "DSA 5-IPI Approval Date") in Section 3 of the DSA 102-IC and upload it to DSAbox. The request is electronically submitted to DSA (See *Section 4* of this procedure for information on electronic submittal) and consists of providing the following required information:

- Identifying the DSA-approved project inspector.
- Contractor firm name and delivery method.
- Specified construction contract information.

- Project scope (DSA will use this information to determine the quantity of inspection cards needed for the project).
- Contact information for electronic communication by listing project collaborators.

1.2 Issuance of form DSA 152 and DSA 152-IPI: Project Inspection Cards (DSA 152 and DSA 152-IPI) are issued electronically by upload to DSAbox by DSA per *Section 1.16* of this procedure.

1.3 Quantity of DSA 152 and DSA 152-IPI forms required for projects: The number of Project Inspection Cards issued varies by project type. In general, though there are exceptions for siting or relocation of permanent modular or relocatable buildings (discussed later) and small scope projects of a certain type (described later), one Project Inspection Card (form DSA 152) is required for each separate building and one for the site work (which includes non-building site structures). The number of Project Inspection Cards and building identifiers should match the information specified in form DSA 153: Inspection Card Building Identifier, which is completed by DSA plan review staff during the back check and provided to the design professional upon project plan approval.

For in-plant construction of permanent modular or relocatable buildings, one Project Inspection Card (DSA 152-IPI) is required for each separate building.

For the siting or relocation of permanent modular or relocatable buildings 2,160 square feet or less, only one Project Inspection Card (DSA 152) is required encompassing all the buildings, and one Project Inspection Card (DSA 152) is required for the site work (which includes non-building site structures).

The following small scope type projects require only one Project Inspection Card for all buildings on a campus rather than one Project Inspection Card per building:

- Fire Alarm Only Projects.
- Hardware Replacement Only Projects.
- Security Camera Only Projects.
- Low Voltage (Communication) Only Projects.

The following is not an exhaustive list of possibilities, but examples of the various project types and the resulting quantity of DSA 152 and DSA 152-IPI forms (**Note**: unless specified otherwise, all references to forms in the examples are to DSA 152 forms):

1.3.1 Project scope is site work only (includes non-building site structures, if any):

- One form is required.

1.3.2 Project scope is new buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.

Example: Construction of three new buildings requires a total of four forms.

1.3.3 Project scope is alterations/additions to existing buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate existing building being altered or changed.

Example: Alterations to two existing buildings requires a total of three forms.

1.3.4 Project scope is alterations to existing buildings and no site work is required (such as mechanical/electrical only projects):

- One form for each separate existing building being altered or changed.

Example: Alterations to two existing buildings requires a total of two forms.

1.3.5 Project scope is new buildings and alterations/additions to existing buildings:

- One form for the site work (includes non-building site structures, if any).
- One form for each separate new building.
- One form for each separate existing building being altered or changed.

Example: Construction of three new buildings and alterations to two existing buildings requires a total of six forms.

1.3.6 Project scope is placing existing relocatable buildings (max. 2160 square feet) on a site:

- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the relocatable buildings being placed on the site.

Example: Placing of three existing relocatable buildings on a site requires a total of two forms.

1.3.7 Project scope is constructing new permanent modular or relocatable buildings (max. 2160 square feet) and placing them on a site:

- One DSA 152-IPI form for each separate building for the in-plant construction.
- One form for the site work (includes non-building site structures, if any).
- One form encompassing all of the permanent modular or relocatable buildings being placed on the site.

Example: Construction and placing of two new permanent modular or relocatable buildings requires a total of four forms: two DSA 152 forms and two DSA 152-IPI forms.

1.3.8 Project scope is constructing new relocatable buildings for stockpile:

- One DSA 152-IPI form for each separate building for the in-plant.

Example: Construction of three new relocatable buildings for stockpile requires a total of three DSA 152-IPI forms.

1.4 Project Inspection Card numbers: Project Inspection Card numbers are issued by DSA staff. For each project, the issued inspection card numbers will be consecutive starting with the number 01 (01, 02, 03....) for all buildings. The Project Inspection Card number for site work (includes non-building site structures) will be "#SW." Inspection card numbers for in-plant construction of permanent modular or relocatable buildings will use form DSA 152-IPI and be consecutive starting with the number 01, followed by the letters "IP" (01IP, 02IP, 03IP, etc.). Projects having the small scope defined in Section 1.3 on the inspection card under "Building Number" will indicate "All __ Buildings" with the number of buildings inserted in the blank.

1.5 Project posting of forms DSA 152 and DSA 152-IPI: The project inspector and in-plant inspector shall post the forms in his/her job file and shall electronically post the forms (See *Section 4* for information on electronic submittal/posting). The information in the forms shall always be current. Each time the form is updated, a new electronic posting is required such that the electronically posted form is always kept current. In addition, the project inspector shall:

- Immediately, upon request, make the form available for review by any parties involved in the construction.
- Include a current copy of the forms (DSA 152) any time he/she submits a Verified Report (form DSA 6-PI).
- Upon request, provide a current copy of the forms to DSA, the school district/state agency, or the design professional in general responsible charge.

1.6 Project inspector termination and transfer of the form DSA 152 and DSA 152-IPI: If the project inspector or in-plant inspector is, for any reason, terminated prior to the completion of the project, then he/she must personally provide the original DSA 152 and DSA 152-IPI forms to the assuming DSA-approved project inspector or in-plant inspector, respectively, or to DSA and provide a copy to the school district. Use form DSA 211 to identify status of inspections completed up to the termination date if the space in the DSA 6-PI or DSA 152-IPI is insufficient to note such. Forms located in DSAbox that are current at the time of termination satisfy these requirements.

1.7 Permanent Modular and Relocatable buildings: The design professional in responsible charge shall delegate the responsibility for design and preparation of plans and specifications, observation of in-plant manufacturing, and on-site placement of the permanent modular or relocatable buildings. The individual delegated such responsibility may sub-delegate the responsibility for observation of in-plant and/or on-site construction as indicated on form DSA 1-MR. ←

1.7.1 In-Plant Construction: In-plant inspectors shall use the DSA 152-IPI as described in *Section 1.5.* Unlike the DSA 152, interim verified reports from the design professionals are not required for the in-plant inspector to sign off the DSA 152-IPI. However, the in-plant project inspector and the design professional delegated or sub-delegated the responsibility for observation of in-plant construction shall sign in the appropriate location on the DSA 152-IPI prior to the permanent modular or relocatable building leaving the plant. A stop work order may apply if this is not done (see *IR A-13: Stop Work and Order to Comply* for additional information).

Building modules may be shipped to the project site in phases prior to construction of all modules of a building. For each phase, the DSA 152-IPI shall list the serial numbers of the modules constructed, be signed by the delegated design professional, and be attached to those modules being shipped. The final DSA 152-IPI shall denote that all modules have been constructed, be affixed to the last module being shipped to the site, and be uploaded to the DSAbox by the in-plant inspector. The site inspector shall verify receipt of the final DSA 152-IPI prior to installation of the last module.

If the in-plant inspector does not perform welding special inspection, the Laboratory of Record or independently hired welding special inspector shall provide verified reports, either form *DSA 291: Laboratory of Record Verified Report* or *DSA 292: Special Inspectors Employed Directly by the District Verified Report* depending on the welding special inspector's employment relationship with the Laboratory of Record (see *Section 1.10* and *1.11* for additional information). In this situation,

verified reports for testing of materials and special inspection of the welding are required for the in-plant inspector to complete the appropriate block on the DSA 152-IPI. These verified reports shall be submitted electronically to DSA as described in *Section 4*.

1.7.2 **Transfer of forms:** For construction of new permanent modular or relocatable buildings for a specific project (not stockpile), the DSA 152-IPI, DSA 291, and DSA 292 (when applicable) for the superstructure must be attached to the inside of the building either performed by or attachment verified by the in-plant project inspector prior to the permanent modular or relocatable building leaving the plant. The on-site project inspector must verify these forms are present when the buildings are delivered to the site.

For the first-time installation of permanent modular or relocatable buildings, the design professional delegated or sub-delegated the responsibility for on-site construction observation shall complete a DSA 6-AE at applicable times defined in this procedure and submit it to DSA and the on-site project inspector.

1.8 Duties of the project inspector and in-plant inspector related to the use of forms DSA 152 and DSA 152-IPI, respectively, are as follows:

Note: For in-plant construction, the in-plant inspector shall follow the duties described below for project inspectors and substitute form DSA 152-IPI for form DSA 152.

- Act under the direction of the architect/engineer.
- Ensure the project is issued the correct quantity of Project Inspection Cards (form DSA 152). The project inspector is required to be in possession of the form(s) DSA 152 prior to commencement of construction. Title 24, Part 1, Section 4-342(b).5.A requires the project inspector to notify DSA when construction work on the project is started. Entering the "Card Start Date" on the form DSA 152 and submitting the form DSA 151 are required for compliance with that code section. Lack of compliance may cause DSA to issue a "Stop Work Order" on the project (see IR A-13 for additional information).
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge (or DSAbox, when the electronic back check process is used per DSA Procedure *PR 16-01: Electronic Back Check for Plan Review Projects)* prior to the commencement of construction.
- Meet with the school district, design professionals, and contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Meet with the Laboratory of Record and any independently contracted special inspectors and technicians to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project. In cooperation with the Laboratory of Record, develop a schedule of required structural/material and fire/life-safety tests and special inspections based on the construction schedule.

- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically by using form DSA 154, if construction commences without DSA 152 forms in the possession of the project inspector (see *Section 4* for information on electronic submittal).
    - For permanent modular or relocatable buildings, the school site project inspector must receive a properly completed DSA 152-IPI prior to such buildings being placed in their final location.
- Provide personal, competent, adequate and continuous construction inspections of all aspects of the construction work.
- Monitor the work of the Laboratory of Record and Special Inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Use the information found in the *DSA 152 Manual* to ensure necessary tests and inspections are completed and that necessary documents are in the job file prior to approving (signing off) each applicable block and section of each form DSA 152. Make requests to appropriate individuals for interim verified reports when such reports are required.
- Sign off applicable blocks and sections of the DSA 152 forms when:
    - The completed work is in compliance with the DSA-approved construction documents.
    - All necessary structural/material and fire/life safety testing and inspections are complete.
    - Any deviations from the DSA-approved construction documents are resolved.
    - Any DSA Field Trip Notes issues are resolved.
    - All necessary documents are received by the project inspector.

  If any block or section is not applicable to the construction the inspector shall enter "NA" for the date and provide initials.

  Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents (see *Section 1.17* for information about incremental work).
- Immediately notify the DSA Regional Office with construction oversight authority for the project, by phone and electronically, if applicable blocks/sections of form DSA 152 have not been signed off and the contractor proceeds with subsequent construction activities that cover up the unapproved work. For electronic notifications, use form DSA 151 (see *Section 1.17* for information about incremental work).

  EXCEPTION: Projects with concrete cast-in-place deep foundations may have construction occurring in multiple blocks and sections prior to sign-off due to the nature of soil inspections for such. For example, verification of concrete or grout volumes to ensure no significant soil caving has occurred is part of the geotechnical engineer's soil inspections for these types of foundations. In such cases, the project inspector does NOT need to notify the DSA Regional Office

with construction oversight authority for the project that the contractor is proceeding with activities that cover up unapproved work, provided the following:

- The geotechnical engineer is on-site during boring/drilling and concrete placement.
- The geotechnical engineer has not identified any other soil issues specifically associated with the deep foundation hole or surrounding area which could impact the structural stability of the hole or foundation.

- If the project inspector is, for any reason, terminated prior to the completion of the project, refer to *Section 1.6*.

1.9 Duties of the Laboratory of Record related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, in-plant inspector (when applicable), design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed. Coordinate with the project inspector to develop a schedule, based on the construction schedule, to complete the testing and special inspection program.
- Provide material testing as identified in the DSA-approved construction documents.
- Submit test reports to the project inspector within one work day of the day the tests were performed for any tests performed on-site.
- Submit material test reports in a timely manner such that construction is not delayed and not to exceed seven calendar days from the date the material tests were performed. Test reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the test reports may be submitted electronically as identified in *Section 4* of this procedure.
- Immediately submit reports of material tests not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- The engineering manager shall submit an interim Laboratory of Record Verified Report (form DSA 291) and the geotechnical engineer shall submit an interim Geotechnical Verified Report (form DSA 293) as prescribed in *Section 4*.

  The reports are required to be submitted when any of the following events occur:

  - Within 14 days of the completion of the material testing/special inspection program.

- Work on the project is suspended for a period of more than one month.
- The services of the Laboratory of Record are terminated for any reason prior to completion of the project.
- DSA requests a verified report. (See interim verified reports below. This is a "DSA request.")

- The engineering manager shall submit an interim verified report (form DSA 291) and the geotechnical engineer shall submit form DSA 293 as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the project inspection card, if that section required material testing. (Interim verified reports are not required for the DSA 152-IPI unless the Laboratory of Record employs welding special inspectors for in-plant special inspection; see *Section 1.7* for verified report requirements.) The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.10 Duties of Special Inspectors, employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, design professionals, and the contractor as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the supervision of the engineering manager for the Laboratory of Record.
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.
- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the architect, structural engineer, and the school district. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- The engineering manager for the Laboratory of Record shall submit verified report form DSA 291 as prescribed in Section *4*. Unlike special inspectors independently

contracting directly with the school district, the verified report form DSA 292 is not required since the form DSA 291 covers special inspections made by laboratory employed special inspectors.

The reports are required to be submitted upon any of the following events occurring:

- Within 14 days of the completion of the special inspection work.
- Work on the project is suspended for a period of more than one month.
- The services of the special inspector are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a *DSA request*).

- The engineering manager for the Laboratory of Record shall submit an interim verified report (form DSA 291) as prescribed in Section *4* for each of the applicable sections of the form DSA 152, prior to signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless another special inspector, employed by the Laboratory of Record or independently and directly with the school board, performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.11 Duties of Special Inspectors, not employed by the Laboratory of Record, related to the use of form DSA 152 and DSA 152-IPI are as follows:

- Meet with the project inspector, Laboratory of Record, the design professionals, and the contractors as needed to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Obtain a copy of the DSA-approved construction documents from the design professional in general responsible charge prior to the commencement of construction.
- Obtain a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) from the design professional in general responsible charge prior to the commencement of construction.
- Report all project-related activities to the project inspector. The project inspector is responsible for monitoring the work of the Laboratory of Record and special inspectors to ensure the testing and special inspection program is satisfactorily completed.
- Perform work under the direction of the design professional in general responsible charge, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Perform inspections in conformance with the DSA-approved construction documents, applicable codes and code reference standards.

- Prepare detailed daily inspection reports outlining the work inspected and provide the project inspector a copy of the reports within one day of the day the inspections were performed.
- Immediately submit reports of materials or work not conforming to the requirements of the DSA-approved construction documents. These reports shall be submitted to DSA, the architect, structural engineer, project inspector and the school district.
- Submit daily special inspection reports in a timely manner such that construction is not delayed and not to exceed seven days from the date the special inspections were performed. The reports are to be submitted to the project inspector, architect, structural engineer, and the school district and, when requested, to DSA. As a convenience, and if agreed upon by involved parties, the special inspection reports may be submitted electronically as identified in *Section 4* of this procedure.
- Submit form DSA 292: Special Inspectors Employed Directly by the District Verified Report as prescribed in *Section 4*.

  The reports are required to be submitted upon any of the following events occurring:

  - Within 14 days of the completion of the special inspection work.
  - Work on the project is suspended for a period of more than one month.
  - The services of the special inspector are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a "DSA request").
- Special inspectors who contract directly with the school district are to submit an interim Special Inspectors Employed Directly by the District Verified Report (form DSA 292) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152, prior to the project inspector signing off that section of the Project Inspection Card, if that section required special inspections. (Interim verified reports are not required for the DSA 152-IPI unless the independent special inspector performs welding special inspection; see *Section 1.7* for verified report requirements). The sections are:

  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.12 Duties of the Architect/Engineer related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Responsible to the school board and to DSA to see that the completed work conforms in every material respect to the DSA-approved construction documents.
- Ensure the project inspector, in-plant inspector (when applicable), and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI, DSA 5-IPI (when applicable) and DSA 5-SI (for independently contracting special inspector(s)) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152 or DSA 152-IPI.
- Provide a copy of all the DSA-approved construction documents to the project

inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction.

- Provide a copy of the DSA-approved List of Required Structural Tests and Special Inspections (form DSA-103) to the project inspector, in-plant inspector (when applicable), Laboratory of Record and special inspector(s) independently contracting directly with the school district prior to the commencement of construction. Upload a copy of the approved List of Required Structural Tests and Special Inspections (form DSA-103) to the applicable A/E folder in DSAbox in accordance with *Section 4* of this procedure.
- Provide general direction of the work of the project inspector and in-plant inspector (when applicable).
- Issue specific instructions to the testing facility and the special inspectors prior to start of construction.
- Direct and monitor the work of special inspectors who are not provided by the Laboratory of Record, as defined in Section 4-335(f)1B of the 2013 and 2016 California Administrative Code (Title 24, Part 1).
- Notify DSA as to the disposition of materials noted on laboratory testing, and/or special inspection reports as not conforming to the DSA-approved construction documents. Facilitate resolution of deviation notices as needed in association with such non-conforming aspects.
- Respond to DSA Field Trip Notes (form DSA 135 or comparable) as necessary, especially those items identified with a time frame for response in order to avoid potential covering up of deviated work and/or a stop work order.
- Provide observation of the construction. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and DSA 1-MR, when applicable), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction.
- Administer CCDs as prescribed in IR A-6.
- The architect or engineer, as identified above, is required to submit Architect/ Engineer Verified Reports (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction of permanent modular or relocatable buildings) as prescribed in *Section 4*.

  The reports are required to be submitted when any of the following events occur:

  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
  - Work on the project is suspended for a period of more than one month.
  - The services of the architect or engineer are terminated for any reason prior to completion of the project.
  - DSA requests a verified report (see interim verified reports below; this is a

DSA request).

- The architect or engineer shall submit an interim Architect/Engineer Verified Report (form DSA 6-AE) as prescribed in *Section 4* for each of the applicable sections of the form DSA 152 prior to the project inspector signing off that section of the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.13 Duties of the design professionals delegated responsibility related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Responsible to the school board and to DSA to see that the completed work for which they are delegated responsibility conforms in every material respect to the DSA-approved construction documents.
- For the architect or engineer delegated responsibility for observation of fabrication of modular or relocatable buildings in Section 1.0 or, when sub-delegated, Section 1.1 of the DSA 1-MR, ensure the in-plant inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-IPI and DSA 5-SI (for independently contracting special inspector[s]) to and obtaining approval from DSA prior to the start of construction, and prior to requesting issuance of form DSA 152-IPI.
- Provide observation of the construction. All architects and engineers having delegated responsibility are also responsible for observations of the applicable portions of the work as delegated on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR) (if there are any changes to such delegated individuals after project approval, use form DSA 108 to indicate such changes). As such, they shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architect or engineer or their qualified representative to observe the construction. The geotechnical engineer is included in this required duty for scope related to geotechnical engineering.
- For the architect or engineer delegated responsibility for observation of in-plant construction of permanent modular or relocatable buildings, the term "personal contact" shall mean periodic visits to manufacturing plants of reasonable frequency to provide general observation and verify quality assurance of construction practices, and project-specific knowledge obtained from the reporting of inspectors and special inspectors on the progress of the work, testing of materials, inspection, and superintendence of the work in accordance with the DSA-approved construction documents. Reports may include photos and digital images. The exercise of reasonable diligence to obtain the facts is required.
- Submit an Architect/Engineer Verified Report (form DSA 6-AE or, when applicable, sign the DSA 152-IPI for construction observation of permanent modular or relocatable buildings; see *Section 1.7* for additional information) as prescribed in *Section 4*.

The reports are required to be submitted upon any of the following events occurring:

- The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
- Work on the project is suspended for a period of more than one month.
- The services of the architect or engineer are terminated for any reason prior to completion of the project.
- DSA requests a verified report (see interim verified reports below; this is a "DSA request").

- The Design Professional in General Responsible Charge shall submit an Interim Architect/Engineer Verified Report (form DSA 6-AE), signed by all architects and engineers having delegated responsibility for construction observation as prescribed in *Section 4*. Such a report is required for each of the sections of the form DSA 152 applicable to the areas of delegated responsibility, prior to the project inspector signing that section off on the project inspection card. (Interim verified reports are not required for the DSA 152-IPI; see *Section 1.7* for verified report requirements). The sections are:
  1. Initial Site Work and Foundation Prep.
  2. Vertical and Horizontal Framing.
  3. Appurtenances.
  4. Finish Site Work and Other Work.

1.14 Duties of contractor related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.
- Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed

off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.

- Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C) as prescribed in *Section 4*.

  The reports are required to be submitted upon any of the following events occurring:

  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete in accordance with the DSA-approved construction documents so that the owner can occupy or utilize the project.
  - Work on the project is suspended for a period of more than one month.
  - The services of the contractor are terminated for any reason prior to the completion of the project.
  - DSA requests a verified report.

1.15 Duties of the school district related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Provide for competent, adequate and continuous construction inspections and material testing for the project by employing an appropriate DSA certified and approved project inspector, in-plant inspector (when applicable), and Laboratory of Record.
- Contractually provide for and ensure that the design team is fulfilling their code required duty to observe the construction by making periodic visits of reasonable frequency. All architects and engineers having responsibility for observation of the work as listed on the Application for Approval of Plans and Specifications (form DSA 1 and, when applicable, DSA 1-MR), shall maintain such personal contact with the project as is necessary to assure themselves of compliance, in every material respect, with the DSA-approved construction documents. Personal contact shall include visits to the project site by the architects and engineers or their qualified representatives to observe the construction. For permanent modular or relocatable buildings, the architect or engineer delegated responsibility for observation of in-plant construction, personal contact shall mean visits to manufacturing plants of sufficient frequency to provide quality assurance of construction and in-plant structural/material and fire/life safety testing and inspection in accordance with the DSA-approved construction documents.
- Ensure that the project inspector and independently contracting special inspector(s) (i.e., not employed by the Laboratory of Record) are approved by DSA for the project by submitting form DSA 5-PI (DSA 5-AI for assistant inspectors; DSA 5-IPI for in-plant inspectors) and DSA 5-SI to and obtaining approval from DSA prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).
- Ensure the Laboratory of Record is DSA-accepted and employed by the school district prior to the start of construction and prior to requesting issuance of project inspection cards (DSA 152 and, when applicable, DSA 152-IPI forms).

- Ensure that the Project Inspection Cards (DSA 152 and, when applicable, DSA 152-IPI forms) are issued prior to commencement of construction.
- Submit Statement of Final Actual Project Cost (form DSA 168) to DSA when the project is substantially complete.

1.16 Duties of DSA related to the use of forms DSA 152 and DSA 152-IPI are as follows:

- Evaluate the submitted form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) to determine if the proposed project inspector and, when applicable, the in-plant inspector are qualified for the project.
- Upon determining the proposed project inspector and, when applicable, in-plant inspector and/or special inspector is qualified for the project, approve and return the form DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable) within five working days of receipt.
- Upon receipt of a completed form DSA 102-IC and approval of the DSA 5-PI and DSA 5-IPI (when applicable), determine the necessary quantities of Project Inspection Cards (DSA 152 and DSA 152-IPI forms), assign the Project Inspection Card numbers and issue the cards within five working days.
- Upload forms DSA 5-PI, DSA 5-IPI (when applicable), DSA 5-AI, and/or DSA 5-SI (when applicable), DSA 102-IC, DSA 152 and DSA 152-IPI to DSAbox.
- Hold all involved parties accountable for compliance with their required duties.
- Supervise and review the performance of the project inspector (includes review of the project inspector's job file and use of form DSA 119 and, at project completion, use of form DSA 180).
- Make site visits as necessary. Record pertinent items to document the site visit and communicate to the project inspector, in-plant inspector, design professionals, special inspectors, Laboratory of Record, and school district using form DSA 135.
- Issue Orders to Comply or Stop Work Orders, in compliance with DSA IR A-13, if required, and as appropriate to achieve compliance with the DSA-approved construction documents and applicable codes (this includes DSA procedure PR 13-01 since the procedure implements the relevant sections of the CCR, Title 24, Part 1).

1.17 Use of form DSA 152 for parts of the construction that require multiple increments: Some construction requires incremental work to make a complete system. An example is a large foundation system that may be placed incrementally over a period of time. In this example, framing may be starting in one area (where the foundation is in place) while foundation work is still occurring in another area of the same building. The expectation of DSA for these occurrences is:

- The Project Inspection Card applicable blocks and sections are signed off by the project inspector at the completion of the system, not during the construction of the increments.
- Until the system is complete, the project inspector, architect/engineers and contractors mutually agree on a system to keep track of compliant construction. One such system (using the above example) may be that a copy of the foundation plan is marked up showing areas of compliance. The applicable blocks and sections of the inspection card are then signed off once all areas of the foundation are complete, are determined to be in compliance with the DSA-approved construction documents, the

required structural/material and fire/life safety testing and inspections are complete, and the required documentation has been received by the project inspector.

1.18 Executive Summary of Form DSA 152: See Appendix A for a summary of typical construction components and systems that are associated with each section/block of the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency.

2. REQUIREMENTS FOR THE USE OF FORMS DSA 151, DSA 154, DSA 155, AND DSA 6-PI: Note: For in-plant construction, the in-plant inspector shall follow the requirements described below for project inspectors.

2.1 Requirements for use of form DSA 151: Project Inspector Notifications:

- The project inspector must make certain notifications to DSA. These include start of work, minimum 48 hours' notice prior to completion of foundation trenches, minimum 48 hours' notice prior to first concrete placement or significant concrete placement, and when work is suspended for more than one month.
- If there is an incorrect number or missing DSA 152 or DSA 152-IPI cards, the project inspector shall notify DSA using the form DSA 151.
- The report shall be made on form DSA 151 and submitted to DSA. Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notification shall be kept in the project inspector's job file.

2.2 Requirements for use of form DSA 154: Notice of Deviations/Resolution of Deviations:

- When the project inspector identifies deviations from the DSA-approved construction documents the inspector must verbally notify the contractor. If the deviations are not corrected within a reasonable time frame or the contractor has covered up non-inspected or noncompliant work, the inspector is required to promptly issue a written notice of deviation to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- When the noticed deviations are corrected, the inspector is required to promptly issue a written notice of resolution to the contractor, with a copy sent to the design professional in general responsible charge and DSA.
- Deviations include both construction deviations and material deficiencies.
- The written notice of deviations shall be made using form DSA 154 and submitted to DSA (do not sign Section 3 of the form for deviation notifications). Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- The notice of resolution of deviations shall be made using the original form DSA 154 that reported the deviations and be submitted to DSA (complete and sign Section 3 of the form for resolution of deviations). Lack of compliance may be cause for DSA to record this noncompliance on the form DSA 119.
- A copy of each notice shall be kept in the project inspector's job file.

2.3 Requirements for use of form DSA 155: Project Inspector Semi-Monthly Report:

- The project inspector must make semi-monthly reports (on the 1st and 16th of every month) on the progress of construction. The Project Inspector Semi-Monthly Report must be submitted to the design professional in general responsible charge, project

structural engineer, DSA, and the school district.

- The report must be made on form DSA 155 and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each report shall be kept in the project inspector's job file.

2.4 Requirements for use of Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI for in-plant inspectors):

- The project inspector shall submit Project Inspector Verified Report (form DSA 6-PI; form DSA 152-IPI) directly to DSA, the design professional in general responsible charge and the school district upon any of the following events occurring:
  - Work on the project is suspended for a period of more than one month.
  - The services of the inspector are terminated for any reason prior to completion of the project and such termination is not a result of work stoppage.
  - At the time of occupancy of any building, or portion of a building, involved in the project prior to completion of the entire DSA-approved scope of work. This reporting requirement applies to buildings that are newly constructed or rehabilitated as part of the project. A sketch drawing or written description shall be submitted to DSA, along with the DSA 6-PI, in order to identify the building(s) or portion thereof where occupancy has occurred.
  - The project is substantially complete. DSA considers the project to be complete when the construction is sufficiently complete, in accordance with the DSA-approved construction documents, so that the owner can occupy or utilize the project as determined by the project owner and design professional in general responsible charge.
  - DSA requests a verified report. The Project Inspection Card, form DSA 152; DSA 152-IPI, is considered a project inspector's verified report *as requested by DSA* and as such the applicable blocks and sections shall be kept updated as construction progresses.

Note: Each project may require filing of multiple reports. For example, the code requires filing a verified report for buildings that become occupied prior to completion of the entire scope. The same project will also require a final verified report upon completion of the entire project scope.

- The verified reports shall be made using forms DSA 6-PI and DSA 152 / DSA 152-IPI as appropriate, and submitted to DSA. Lack of compliance may cause DSA to record this noncompliance on the form DSA 119.
- A copy of each verified report shall be kept in the project inspector's job file.

3. REQUIREMENTS FOR PROJECT INSPECTOR JOB FILE: Refer to *IR A-8: Project Inspector and Assistant Inspector Duties and Performance* for a thorough discussion about requirements for the project inspector's job file.

Note: The in-plant inspector shall also follow the requirements described in IR A-8 for the project inspector's job file and substitute DSA 152-IPI for DSA 152.)

4. ELECTRONIC SUBMITTAL OF DOCUMENTS TO DSA: Wherever in this procedure it indicates to submit a document to DSA, the document shall be submitted using the method indicated below.

CONSTRUCTION OVERSIGHT PROCESS

4.1 Submittal of all forms DSA 5 and DSA 102-IC: These two forms shall be sent by email to the DSA Regional Office with the construction oversight authority for the project.

Email addresses for submittals are:

- DSA Oakland: oakfielddocs@dgs.ca.gov
- DSA Sacramento: sacfielddocs@dgs.ca.gov
- DSA Los Angeles: lafielddocs@dgs.ca.gov
- DSA San Diego: sdfielddocs@dgs.ca.gov

4.2 Submittal of all other forms and documents: Submittals shall be uploaded to DSAbox. For DSAbox instructions see DSAbox External Library. All documents submitted to DSAbox shall be in PDF format. The naming convention specified in *Section 1.4* of the DSAbox External Users Training Module shall be used when uploading documents to DSAbox. Any document(s) incorrectly uploaded or named will be deleted and a notification with a deadline for the corrected submittal will be sent to the appropriate responsible individual(s). If the corrected document(s) is not uploaded by the notification specified deadline, it may result in an uncertified project and identification of the responsible individual(s) and missing document(s) noted on the DSA 301-P posted for public viewing in DSA Certification Box.

Note: Once a DSA 301-P is issued, there will no longer be access to upload documents to DSAbox; instead, documents must be uploaded to DSA Certification Box (see DSA Procedure *PR 13-02: Project Certification Process* for additional information).

4.2.1 Documents required to be uploaded to DSAbox by the Project Inspector include: Note: The in-plant inspector for permanent modular or relocatable buildings will submit the same documents described below but replace DSA 152 with DSA 152-IPI.

- DSA 6-PI
- DSA 130
- DSA 151
- DSA 152
- DSA 152-IPI
- DSA 154
- DSA 155
- DSA 156

4.2.2 Documents required to be uploaded to DSAbox by the Laboratory include:

- DSA 291
- DSA 293
- DSA 109
- Test and inspection reports (Nonconforming and, when requested by DSA, conforming per Section 1.9 of this Procedure).

4.2.3 Documents required to be uploaded to DSAbox by the Architect/Engineer in General Responsible Charge include:

- DSA 6-AE
- DSA-103
- *DSA 140: Application for Approval of Construction Change Document – CCD Category A/B.*

4.2.4 Documents required to be uploaded to DSAbox by Contractors include:

- DSA 6-C

4.2.5 Documents required to be uploaded to DSAbox by the School District/Owner include:

- DSA 108
- DSA 168

4.2.5.1 Documents required to be uploaded to DSAbox by Special Inspectors not in the employ of the Laboratory of Record include:

- DSA 292.
- Special Inspector test and inspection reports (Nonconforming).

4.2.5.2 Documents required to be uploaded to DSAbox by Geotechnical Engineers not in the employ of the Laboratory of Record include:

- DSA 293
- Special Inspector test and inspection reports (Nonconforming).

5. APPLICABILITY OF PROCEDURE PR 13-01:

5.1 Projects with Construction Started on or after June 1, 2013: This procedure is applicable and must be implemented at the start of construction.

5.2 Projects with Construction Started before June 1, 2013, but not complete:

In order to allow for transition, the following portions of this procedure shall be implemented as noted below. Required reporting and submittal of documents shall continue to be done in the manner currently employed on the project:

5.2.1 Form DSA 151: Project Inspector Notifications:

The project inspector shall comply with the requirements of this procedure for all notifications to DSA for affected work starting after July 1, 2013.

5.2.2 Form DSA 154: Notice of Deviations/Resolution of Deviations:

The project inspector shall comply with the requirements of this procedure for all deviations occurring after July 1, 2013, and for all unresolved project deviations.

5.2.3 Form DSA 155: Project Inspector Semi-Monthly Report:

The project inspector shall comply with the requirements of this procedure for all semi-monthly reports issued after July 1, 2013.

5.2.4 Form DSA 6-PI: Project Inspector Verified Report:

The project inspector shall comply with the requirements of this procedure effective June 1, 2013.

5.2.5 Project Inspector Job File:

The project inspector's job file shall comply with the requirements of IR A-8.

A DSA Procedure documents a process or series of steps that DSA staff and/or external stakeholders must complete in order to fulfill one or more administrative requirements of DSA's review and approval of plans and specifications and construction oversight programs.

CONSTRUCTION OVERSIGHT PROCESS

APPENDIX

Executive Summary of DSA 152 Project Inspection Card: The following provides a summary of typical construction components and systems that are associated with each section/block in the inspection card. While the listing is not comprehensive, it provides a good foundation for understanding and consistency. Refer to the *DSA 152 Manual* for additional detailed inspection and documentation requirements.

SECTION 1 – INITIAL SITE WORK AND FOUNDATION PREP:

Block 1 – Mass Grading

- Rough Grading of Overall Site
- Cuts/Fills
- Soil Remediation
- Soil Stabilization
- Soil Nails, Tie Backs, Rock/Soil Anchors
- Horizontal/Vertical Controls

Block 2 – Building Pad

- Soil Preparation Specific to Support of Structures
- Building Pad
- Soil Remediation
- Soil Densification
- Stone Columns

Block 3 – Drainage Devices

- Storm Water Collection/Distribution systems
- On-Site Retention Systems
- Foundation Drain systems
- Retaining Wall Drain Systems

Block 4 – Utilities (Rough-in)

- FLS Utilities/Systems
- MEP Utilities/Systems
- MEP Vaults
- Thrust Blocks

Block 5 – Excavations

- Foundation Systems
- Driven Piles

Block 6 – Forms

- Formwork
- FLS Systems
- MEP Systems
- Waterproofing/Vapor Barriers

Block 7 – Steel Reinforcing

- Reinforcing (bars, tendons, etc.)
- Embeds

SECTION 2 - VERTICAL AND HORIZONTAL FRAMING:

Block 8 – Foundation Concrete

- Verify Foundation Is Compliant (concrete 28 day strength, etc.)

Blocks 9 - 12 – Concrete, Masonry, Wood, Steel

- Walls
- Columns
- Frames

Blocks 13-15 – Concrete, Wood, Steel

- Floors
- Roofs

SECTION 3 – APPURTENANCES:

Block 16 – Ceilings
- Ceilings
- Soffits
- Suspended Baffles

Block 17 – Exterior Cladding
- Storefront/Window Walls
- Veneer
- Precast Concrete Panels
- Wall Finishes (stucco/plaster/wood/aluminum/etc.)
- Manufactured Systems (EFIS, GRFC, etc.)

Block 18 – Rated Assemblies
- Walls
- Shafts
- Floors
- Roofs
- Ceilings
- Doors
- Fire Doors
- Windows
- Penetrations
- Dampers
- Fire-Proofing

Block 19 – Fire Alarms:
- Fire/Smoke Alarm System (includes support, anchorage, bracing, etc.)

Block 20 – Automatic Fire Suppression Systems
- Sprinklers
- Chemical
- Deluge
- Water Curtains
- Extinguishers
- Support/Bracing/Anchorage of AFSS

Block 21 – MEP (Structural)
Support/Bracing/Anchorage for:
- MEP
- Equipment
- HVAC System
- Ducts
- Electrical
- Pendant Lights
- Transformers
- Switch Gears
- IDF/MDF/etc.
- Pipes
- Tanks

Block 22 – MEP (FLS)
- MEP Fire Suppression Systems (smoke and fire dampers)
- Kitchen Hoods
- Laboratory Hoods
- Dust Collection Systems
- Smoke Control Systems

SECTION 4 – FINISH SITE WORK AND OTHER WORK:

Block 23 – Fine Grading

- Finish Grades
- Grading for Accessible POT System
- Grading for Run-off (drainage)

Block 24 – Flatwork

Accessible Path of Travel Systems such as:

- Stairs
- Ramps
- Walks
- Gates

Block 25 – Parking

- Drop-off
- Accessible parking
- Striping
- Signage
- Truncated Domes

Block 26 – Fire Lane

- Fire Lane

Block 27 – Other Work Structural

Support/Bracing/Anchorage for:

- Theater Systems (stage rigging, catwalks, speaker, lighting, curtains, etc.)
- Non-bearing partitions
- Operable partitions
- Casework
- Stairs
- Elevators
- Weather Protection

Block 28 – Other Work Fire Life Safety

- Egress Components
- Doors
- Gates
- Emergency Lighting
- Building Signage
- Site Signage
- Elevators
- Hazardous Materials

Block 29 – Other Work Accessibility

- Building Signage
- Site Signage
- Drinking Fountains
- Accessible POT Systems
- Stairs
- Ramps
- Walks
- Doors
- Gates
- Elevator
- Specialty Areas (restrooms, kitchens, casework, etc.)

EXHIBIT G
DSA FORM IR-A6

DSA IR A-6

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Disciplines: All	History:	Revised 11/27/18	Revised 11/21/12	Revised 11/15/06
		Revised 12/16/16	Revised in its entirety 11/01/12	Issued 09/01/99
		Revised 07/08/14	Revised 11/16/09	
		Revised 02/14/14	Revised 09/18/07	

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

PURPOSE: This Interpretation of Regulation (IR) provides clarification of specific Code requirements relating to construction changes that must be submitted to DSA and defines the construction change document process.

DEFINITIONS: The following definitions apply to terms used in this document:

Approved Construction Documents – The Structural, Access or Fire & Life Safety related portions of the plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

Change – Revisions, deletions, additions, and substitutions to approved construction documents.

Change Order – A document defining construction changes that result in changes to the contract.

Clarification – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

Contract – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

Construction Change – Changes to the approved construction documents after a contract for the work has been awarded.

Construction Change Document (CCD) – The documentation of construction changes.

Design Professional in General Responsible Charge – The architect or engineer in general responsible charge of the project as listed on Line 23 of form *DSA 1: Application for Approval of Plans and Specifications*.

Drawing – An illustration on paper or electronic medium.

Field Change Document (FCD) – A document defining construction changes but, unlike change orders, does not require approval of the school board nor an accounting of construction cost changes.

Interpretation – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

Responsible Design Professional – The architect or engineer in general responsible charge of the project, as listed on Line 23 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 24a-24d or 25 of form DSA 1.

CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES: After a contract for the work has been let, changes to the approved construction documents shall be made by means of a CCD.

It is the responsibility of the design professional in general responsible charge to determine if changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about the statement on the verified report.)

The design professional in general responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of a CCD to DSA.

1.1 Changes to or affecting the Structural, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category A.**
- A CCD Category A is required to be submitted to and approved by DSA prior to commencement of the affected work.
- A CCD Category A must be submitted to DSA using form *DSA 140: Application for Approval of Construction Change Document - CCD Category A/B* depicted in Appendix A of this IR and available on the DSA forms page. Submittal process requirements are defined in Section 2 of this IR and must be followed.

1.2 Changes *NOT* affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project:

- These changes shall be classified as **CCD Category B.**
- CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA. However, a design professional, at their discretion, may choose to submit a CCD Category B. (Refer to Section 3 for fees charged.)
- If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA, similar to CCD A, using form DSA 140.
- If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.
- If DSA concurs the document is a category B document, an approval stamp will be applied to the document.

1.3 Change Orders: Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using *form DSA 168: Statement of Final Actual Project Cost* at the conclusion of the project.

2. SUBMITTAL PROCESS: Submittal of CCDs must conform to the following requirements:

2.1 Must be submitted by the design professional in general responsible charge.

2.2 Must be submitted to DSA using form DSA 140.

2.3 Each CCD submittal must use a separate DSA CCD form.

2.4 The DSA CCD form must be filled out completely, including identification of the CCD

Category A or B, leaving no fields blank. For Category B CCDs, indicate whether the submission is voluntary or DSA required. When DSA provides written direction compelling submission of a CCD Category B, attach a copy of the DSA written notification compelling submission.

2.5 Each CCD must be uniquely numbered. The numbering may be numeric or alpha-numeric.

- If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
- If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

2.6 Proposed changes must be described clearly and completely.

2.8 All drawings, and, when applicable, the first page or index of specifications and calculations associated with the proposed change must be stamped, signed, and indicate date of signing by the responsible design professional as an attachment to form DSA 140.

2.9 Reference to the specific portions of the drawings or specifications that are being changed must be included.

2.10 Changes to any testing or inspection requirements associated with the proposed change must be clearly described with a revised form DSA 103: List of Structural Tests and Special Inspections.

2.11 Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

2.12 When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:

- Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
- Each change shall be clouded and identified on the drawing.
- All drawings must be re-stamped and re-signed by the responsible design professional. The date of signing shall be provided.

2.13 CCD Submittal to DSA

2.13.A Projects submitted to DSA prior to October 1, 2018: DSA Box or Bluebeam studio may be utilized for CCD submittals as directed by the DSA Regional Office. If DSAbox is utilized for CCD submittals, each CCD shall be submitted as a single document and include form DSA 140 as the first page. In some cases, large size drawings associated with CCDs may need to be submitted as a hard copy to the appropriate DSA regional office. The design professional should contact the DSA regional office to determine file size limitations and submittal guidelines, and review DSAbox instructions in the DSAbox External Library, Module 2.13. If Bluebeam studio is utilized for CCD submittals, see *DSA PR18-04: Electronic Plan Review for Design Professionals of Record* for submittal procedures.

2.13.B Projects submitted to DSA on or after October 1, 2018: Bluebeam Studio will be utilized for CCD submittals. See DSA PR18-04 for submittal proceedures

3. REVIEW AND APPROVAL/CONCURRENCE BY DSA:

- DSA will charge fees in accordance with IR A-30 for all Category A CCDs submitted to DSA for approval. Category B CCDs voluntarily submitted by the design professional to DSA will be charged fees for review and concurrence. Category B CCDs required by a DSA representative to be submitted will not cause charged fees if DSA concurs the CCD is Category B.

3.1 CCD Category A:

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. DSA will return the document for corrections with a form DSA 140 attached indicating the status of the review and update eTracker accordingly. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR
- If approved by DSA, then DSA places the approved CCD in DSAbox as described in DSAbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

3.2 CCD Category B:

- DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.
- DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.
- If not approved by DSA, then the CCD is returned to the design professional in general responsible charge for corrections. After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 140 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. The remaining review process will follow that for CCD Category A described in Section 3.1 of this IR.
- If approved by DSA, then DSA places the approved CCD in DSAbox as described in DSAbox External Library, Module 2.13 (see Section 4 for requirements for distribution by the design professional in general responsible charge).

4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

4.1 Distribution of CCD Category A Documents: The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

4.2 CCD Category A Statement in Final Verified Report: The final verified report (form DSA 6-AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA. The intent for all projects is that this final verified report be dated after the approval of those CCDs.

5. DUTIES OF THE PROJECT INSPECTOR WITH RESPECT TO CCDs: The project inspector shall follow the CCD Category A record-keeping and monitoring requirements, issuing deviation notices when appropriate, as specified in IR A-8: Project Inspector and Assistant Inspector Duties and Performance.

6. MONITORING OF CHANGES BY DSA: If DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted for review and approval by DSA or require evidence the changes are CCD Category B.

7. TRANSITION: The following provides direction for submittal of construction change documents (Change Orders, (Field Change Document) FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or "closed uncertified" by DSA: Projects in this category may have an issue of "unresolved change orders" or "unresolved FCDs." The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, use the following options:

Change Orders:

Option #1: Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

Option #2: If any or all of the "unresolved change orders" are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310: Alternate Certification Statement of Content for Change Orders, Addenda and Revisions may be submitted. The specific change orders must be listed, by number, on the form.

FCDs:

Option #1: If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

Option #2: For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as a CCD Type A.

7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

- On or after January 2, 2013: the CCD process must be followed for all new, previously unsubmitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

REFERENCES:

California Code of Regulations (CCR) Title 24
Part1: California Administrative Code, Sections 4-215, 4-233, 4-338 and 4-341

California Health and Safety Code, Sections 16011, 16013 and 16015

California Education Code, Sections 17280 and 81130

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA's website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

Appendix A - Sample CCD Category A

DSA **140**

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Amazing Unified School District	DSA File #: 37 -
Project Name/School: Best School	DSA App. #: 04 - 119119

APPLICANT

CCD Cat. ☒A / ☐B, #: 04	Date Submitted: 5-5-16	Attached Pages?: ☐No ☒Yes (2 pages)
For CCD Cat. B, this is a ☐ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: ABC Architects	Contact Name: Pat Smith	
Email: Pat@abc.com	Phone Number: (888)555-1111	
Address: 1444 Arch Drive		
City: San Diego	State: CA	Zip: 92127
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robin Hanks	
Professional License #: C72475	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature: R. Hanks

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: ☒ To confirm that **all** CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):
Change bolts to lags on detail 7/S5

List of DSA approved drawings affected by this CCD: Sheet S5, detail 7.

DSA USE ONLY		DSA Stamp
SSS_____ Date_____ Approved / Disapproved / Not Req'd	For business office use only Date Sent_____ Return By_____ Delivery Method_____	
FLS_____ Date_____ Approved / Disapproved / Not Req'd		
ACS_____ Date_____ Approved / Disapproved / Not Req'd		
Remarks_____		

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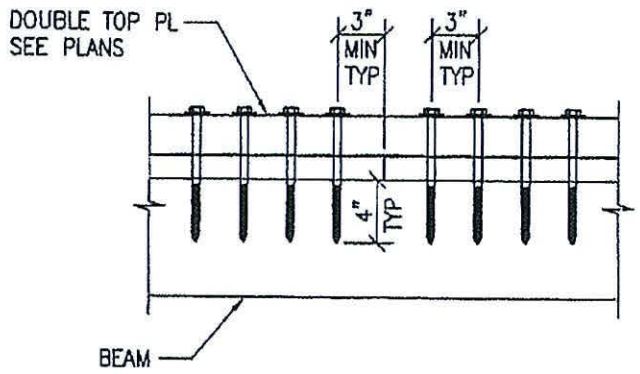
Appendix A - Sample CCD Category A (continued)

CCD 5 SHT# 1 OF 2



SCHEDULE	
TYPE	SCREWS
TYPE A	16-5/8"ø LAG
TYPE B	24-5/8"ø LAG

NOTE:

1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE 7/S-5

ALTERNATE TO DETAIL 7/S5 CL-1

SHEET# 1 OF 1

REGISTERED PROFESSIONAL ENGINEER
NO. 15457
STRUCTURAL
STATE OF CALIFORNIA

Project Name:	BEST SCHOOL
DSA Application #:	04-119;19x
CCD Number:	05
Date:	5/5/15

Appendix A - Sample CCD Category A (continued)

CCD 5 SHT #2 OF 2
(CALC SHT #1)

PROJECT: NEW SCHOOL
DSA #: 04-119119X
CCD #: 05
DATE: 5/5/15

CHANGE DETAIL 7/S5 FROM BOLTS TO LAG.

FROM 7/S5 3/4"ϕ BOLTS 2X TO 4X
V_{ALL} = 1.2K

CHANGE TO 5/8"ϕ LAG (1 1/2" SIDE MEMBER)
V_{ALL} = .92K

∴ USE 2-5/8"ϕ LAG TO REPLACE 1-3/4"ϕ BOLT
SPACE 4d = 4*5/8 = 2 1/2" → USE 3 MIN.

FROM 7/S5 TWO TYPES OF SPLICES.

TYPE A USES 8-3/4"ϕ BOLTS
REPLACE W/ 16-5/8"ϕ LAG.

TYPE B USES 12-3/4"ϕ BOLTS
REPLACE W/ 24-5/8"ϕ LAG.

REGISTERED PROFESSIONAL ENGINEER
IMA EINGEN
NO. 13457
STRUCTURAL
STATE OF CALIFORNIA

Appendix B - Sample CCD Category B

DSA **140**

APPLICATION FOR APPROVAL OF CONSTRUCTION CHANGE DOCUMENT – CCD CATEGORY A/B

This application is for construction changes, as defined in IR A-6, to approved contract documents. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Section 4-338 (c) and in compliance with DSA IR A-6.

School District/Owner: Amazing Unified School District	DSA File #: 37 -
Project Name/School: Best School	DSA App. #: 04 - 119119

APPLICANT

CCD Cat. ☐A / ☒B, #: 05	Date Submitted: 5-5-16	Attached Pages?: ☐No ☒Yes (1 pages)
For CCD Cat. B, this is a ☒ voluntary submittal, ☐ DSA required submittal (attach DSA notification requiring submission).		
Firm Name: ABC Architects	Contact Name: Pat Smith	
Email: Pat@abc.com	Phone Number: (888)555-1111	
Address: 1444 Arch Drive		
City: San Diego	State: CA	Zip: 92127
☐ A DSA 301-N, DSA 301-P, or 90-Day Letter has been issued for this project.		
☒ For project currently under construction		
☐ To obtain DSA approval of existing uncertified building(s).		

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

Name of Design Professional in General Responsible Charge: Robin Hanks	
Professional License #: C72475	Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.
Signature: R. Hanks

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

CHECK THIS BOX: ☒ To confirm that all CCD drawings and, when applicable, first sheet or index of calculations and specifications have been stamped and signed by the Responsible Design Professional listed on DSA 1 for this this project.

Brief description of construction change (attach additional sheets if needed):

Add painted word "SCHOOL" five feet south of existing "CROSSING" sign, centered on northbound lane of Main St on west side of school site. Use paint specified for roadway symbols.

List of DSA approved drawings affected by this CCD: Sheet AS1, detail S3.

DSA USE ONLY		DSA Stamp
SSS_____ Date_____ Approved / Disapproved / Not Reqd	For business office use only Date Sent Return By Delivery Method	
FLS_____ Date_____ Approved / Disapproved / Not Reqd		
ACS_____ Date_____ Approved / Disapproved / Not Reqd		
Remarks_____		

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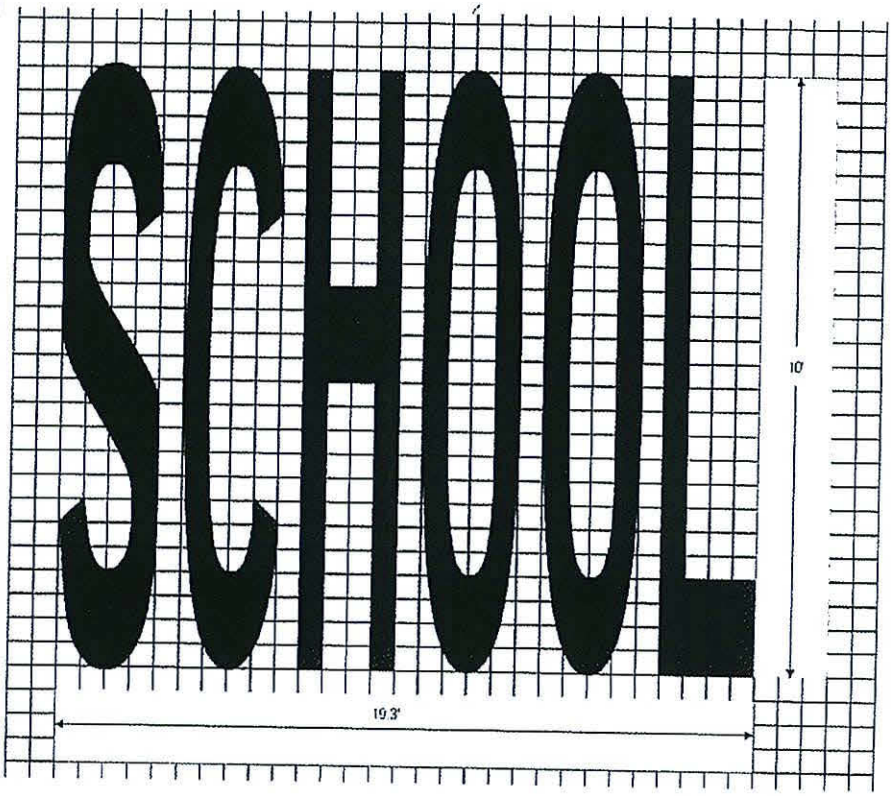
DIVISION OF THE STATE ARCHITECT DEPARTMENT OF GENERAL SERVICES STATE OF CALIFORNIA

Appendix B - Sample CCD Category B (continued)

CCD 6 SHEET # 1 OF 1



SHEET # 1 OF 1

LICENSED ARCHITECT ROBIN MARKS STATE OF CALIFORNIA

Project Name:	PEST School
DSA Application #:	04-119119x
CCD Number:	06
Date:	5/5/15

EXHIBIT H
DSA FORM 3

DSA 3

PROJECT SUBMITTAL CHECKLIST

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

GENERAL REQUIREMENT

Projects submitted to DSA must include 100% complete Construction Documents, finalized, completely detailed, coordinated across all disciplines and ready for construction.

PURPOSE

The DSA 3 submittal checklist is a guide for submitting complete documents to provide for a thorough, comprehensive and efficient plan review process by DSA. It addresses Forms, Fees, Construction Documents and Supporting Documents required by plan reviewers. As outlined in procedure *PR 17-03: Project Submittal Appointment Process*, submittals that are found to be incomplete will be rejected and required to register for a new submittal date.

INSTRUCTIONS

The DSA 3 submittal checklist is to be completed by the design professional responsible for the quality control and coordination review of the Construction Documents. All fields should be filled with either an "X" indicating required items included in the submittal or "N/A" indicating items not applicable to the scope of work.

It is recommended that the DSA 3 checklist be reviewed by the design professional at the time the project is registered to allow adequate time to verify that all applicable items have been completed and coordinated prior to submittal. Any questions related to the applicability of a listed item to the specific project scope should be clarified with DSA intake staff at the time the project is registered and progress drawings are uploaded to DSA Box.

PART 1 – APPLICATION FORMS	ENTER X OR N/A

1. A completed form *DSA 1: Application for Approval of Plans and Specifications.* ☐

   Note: Design Professionals listed must match those listed on the Title Sheet of the plans.

2. A completed form *DSA 3: Project Submittal Checklist.* ☐
3. A completed form *DSA 1-INC: Definition of Scope Increments.* Applicable to projects requesting incremental plan review. See *IR A-11: Incremental Submittals.* ☐
4. A completed form *DSA 1-DEL: Delegation of Responsibility.* Applicable to projects involving delegation of responsibilities of plans and specifications, and construction observation which are not easily described on the form *DSA 1.* ☐
5. A completed form *DSA 1-MR: Application for New Manufactured Permanent Modular or Relocatable Buildings.* Applicable to projects manufacturing permanent modular or relocatable buildings. See bulletin *BU 16-01: Delegation of Authority for Modular and Relocatable Buildings – FAQs).* ☐
6. A completed form *DSA 1-RUH: Request for Finding of Unreasonable Hardship.* Applicable to alteration, addition or repair projects seeking relief from full compliance with path of travel requirements. ☐
7. A completed form *DSA 1-AMM: Request for Alternate Design Materials and Methods of Construction.* Applicable to projects requesting approval of alternates to achieve code compliance. See procedure *PR 18-01.* ☐

PART 2 – APPLICATION FEES — ENTER X OR N/A

1. Project Submittals

   Structural, Fire & Life Safety and Access Compliance plan review fees as required. ☐

   Required fees may be combined on a single check or warrant made out to "Division of the State Architect" (Note: Not all projects require review by all three disciplines. Indicate plan review services required on the *DSA 1* form). Fees are based on estimated value of construction. Use the *Plan/Field Review Fee Calculator* within Tracker to determine amount due at submittal.)

2. Pre-Check Submittals (PC)

   a. Structural, Fire & Life Safety and Access Compliance plan review fees ☐

      Plan review fees are charged on an hourly basis. A $6,000 deposit check or warrant made out to "Division of the State Architect" is due at submittal. Final fee to be calculated and invoiced based on actual plan review hours

   b. CALGreen/Energy Code plan review fee ☐

      A separate deposit check is required for CALGreen/Energy Code plan review for PC submittals for permanent modular or relocatable buildings. See procedure *PR 07-01: Pre-Check Approval*).

      - $2,500 deposit for two or more climate zones
      - $1,500 deposit for one climate zone
      - $500 deposit for unconditioned building (e.g. restroom building)

PART 3 – CONSTRUCTION DOCUMENTS — ENTER X OR N/A

A. GENERAL REQUIREMENTS FOR DRAWINGS AND SPECIFICATIONS

1. 100% complete Construction Drawings and Specifications, cross-referenced and coordinated among all disciplines ☐

   a. Bid alternates identified, when applicable ☐

   b. DSA approved Pre-Checked (PC) drawings to be included in drawing set for projects incorporating PC designs. ☐

   c. Electronic Plan Review submittal prepared in accordance with the drawing and specification format/file requirements in procedure *PR 18-04: Electronic Plan Review for Design Professionals of Record.* ☐

   d. Over-The-Counter (OTC) Plan Review submittal prepared in accordance with policy *PL 07-02: Over-the-Counter Review of Projects Using Pre-Check Approved Designs.* (1) set required for plan review mark-ups; (1) set for corrections and approval. ☐

   e. For the submittal of new, revised or renewed pre-check (PC) applications see procedures *PR 07-01: Pre-check Approval* and *PR 18-04*: *Electronic Plan Review for Design Professionals of Record.*. Submittal is required to be in electronic format. All conditioned or unconditioned PC buildings require DSA CALGreen/Energy review. ☐

2. A completed form *DSA 103: List of Material Testing and Special Inspection* ☐

3. A completed form *DSA 810: Fire & Life Safety Site Conditions Submittal* when required per the DSA 810 instructions. (Incorporate on fire access site plan, with local fire authority sign off for proposed alternates for applicable projects.) ☐

B. TITLE SHEET

1. A complete Code Analysis. For each building indicate use, occupancy classification, allowable area, allowable building height, construction type, mixed ratio and area increase justifications. (Provide separate code analysis sheet, if necessary.) ☐
2. Index of all sheets ☐
3. Complete scope of work description ☐
4. On incremental submittals, identify all increments and their respective scope of work. (A Title Sheet is required for each incremental submittal.) ☐
5. Project directory including contact information for owner, architect and consultants. ☐
6. List of required governing codes, adopted standards and inspector classifications. ☐
7. List of deferred submittals. (See guideline *GL-3: Structural Plan Review* for list of items eligible for deferred submittal.) ☐

C. SITE AND / OR CIVIL PLANS AND DETAILS

1. Comprehensive campus site plan and enlarged site plans for areas of work. (Identify if the site is located within a Wildland Urban Interface area. Label all incremental work if applicable.) ☐
2. Identified each building and include name, use, occupancy, construction type and whether or not it's equipped with fire sprinkler system. ☐
3. DSA application number(s) for each existing structure and facility within the scope of work identified. See *IR A-20: New Projects Associated with Existing Uncertified Projects*. Note that issues preventing the certification of existing structures and facilities will need to be resolved before plans altering those structures and facilities are approved. ☐
4. Path of travel improvements which include an accessible route from the area of work to each of the following elements with improvements to current code: public transportation stops, public way, accessible parking, accessible passenger loading zones, administration building, and accessible restroom(s) serving area of work. See procedure *PR 15-01: Required Information for Path of Travel Upgrades on Construction Documents.* ☐
5. Accessible parking spaces identified and detailed within scope. ☐
6. Parking ratio calculations for each parking lot, within or impacted by the scope of work. ☐
7. Location of proposed electric vehicle charging stations, if provided. ☐
8. Sidewalk and roadway delineated, with widths and surface materials identified within scope. ☐
9. Path of exit discharge to public way or to identified area(s) of safe dispersal. ☐
10. All fencing and gates shown, indicating required exit gates, panic hardware and widths. ☐

D. DEMOLITION PLANS

1. Area of demolition and location of adjacent structures indicated on site plan. ☐
2. Detailed demolition plan for partial demolitions with note on plan stating that no demolition shall begin until plans including the demolition work have been approved by DSA ☐

E. FLOOR PLANS

1. Floor plans demonstrating access compliance, including restrooms, elevators, wheelchair lifts, stairs, ramps, door clearances, door swings, doors with panic hardware, casework, fixed furniture, equipment and all other required accessibility features. ☐
2. Enlarged floor plans of restrooms, elevators, stairs, ramps, lifts and specialty areas such as science labs, kitchens, auditoriums, etc. ☐
3. Distance of travel from elevator location to top and bottom nosing of all stairways demonstrated to be less than 200 feet. ☐
4. Accessible egress systems identified and detailed. ☐
5. Room and occupied area labels, indicating use and total occupants. Load factor used for occupant load calculations identified (net or gross). ☐
6. Net or gross floor area totals for each room or occupant area indicated. ☐
7. An exit analysis provided, indicating exit widths and cumulative loads at exits, including exit discharge paths and widths. ☐
8. Fire-resistance-rated walls and smoke barriers identified and cross referenced to partition schedules and details. Wall types, wall function, assemblies and assembly design number references noted. ☐
9. A detailed bleacher seating layout, identifying accessible seating and remaining floor area occupant load calculations (required in initial submittal even for projects where bleachers are identified as a deferred submittal). ☐
10. Way-finding and signage plans with legends and/or schedules cross-referenced to details. ☐
11. Dedicated egress provided within a new addition, unless the existing adjacent structure providing egress is of equal or greater live load and lateral load design criteria than the new addition (per *Part 1, Title 24, Section 4-306*). ☐

F. ARCHITECTURAL DETAILS, ELEVATIONS, SECTIONS, ROOF PLANS AND REFLECTED CEILING PLANS

1. Detailed interior elevations, exterior elevations, and sections including dimensions. Show roofing types and connections to structure. Show ceiling types and support and bracing details. ☐
2. Interior and exterior wall framing and details, including locations of drift joints in exterior wall framing as applicable. ☐
3. Fire-resistance-rated horizontal assemblies, ceilings and floors identified and detailed. ☐
4. Door openings and wall penetrations located and detailed. ☐
5. Skylight locations and sizes shown and detailed. ☐
6. Door, hardware, windows and finish schedules cross referenced to details. Note panic hardware, fire doors, doors with security hardware, and any fire-resistance-rated and tempered glazing/window assemblies. ☐
7. Signage schedules, cross referenced to details of room identification and way-finding signage. ☐
8. Casework and fixed furniture identified, including elevations, details, anchorage and required accessibility clearances and features. ☐
9. Soffits and other architectural projections identified and detailed. ☐

10. All equipment identified and anchorage detailed. ☐
11. Walk-in refrigerators and freezers identified and detailed. ☐
12. Roof classes identified on all new and existing roofs within the project scope. ☐

G. STRUCTURAL DRAWINGS

1. Description of design basis, indicating the materials and lateral system utilized. List design gravity and lateral loads, soil parameters, and wind and seismic coefficients. For voluntary seismic improvements, indicate the specific structural items to be upgraded and the load levels for which those items are designed. ☐
2. Dimensioned foundation, floor and roof framing plans, including locations of all structural elements (e.g., foundations, walls, columns, beams). ☐
3. Complete truss detailing, including open web manufactured trusses (unless deferred.) ☐
4. Details for all elements of the lateral force resisting system ☐
5. Details for all diaphragms, chords, and collectors ☐
6. All windows, doors, skylights, ducts, pipes and other openings identified and detailed. ☐
7. Mechanical and electrical equipment located on plans, sections and elevations with unit weights noted on floor and roof framing plans. ☐
8. Project details, schedules and notes, as applicable to scope of work. ☐
9. For relocatable buildings less than 2,160 square feet, identify and detail wood or concrete foundations. ☐
10. For relocatable buildings over 2,160 square feet, identify and detail concrete foundations ☐

H. MECHANICAL/PLUMBING DRAWINGS AND CALCULATIONS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Mechanical unit locations shown, anchorage details referenced. ☐
3. Mechanical equipment schedule, including equipment CFMs (cubic feet per minute rating), unit operating weights and cross-reference to anchorage details. ☐
4. For MEP (Mechanical/Electrical/Plumbing) only projects, show partial structural framing plans at existing floors or roofs supporting mechanical equipment. ☐
5. Anchorage details for ducts and piping. ☐
6. Plumbing fixture schedules with flow rates and flush volume indicated in accordance with *CALGreen Code Section 5.303.3.* ☐
7. Mechanical and piping penetrations at fire-resistance-rated walls, shear walls, headers, lintels, floors and roofs identified and cross referenced to details. ☐
8. Plumbing layout coordinated with architectural plans and accessible fixtures identified. ☐
9. Grade level gas shut-off valve location indicated at all buildings. ☐
10. Locations of all fire/smoke dampers, supply/return registers and ducting indicated with details cross-referenced. ☐
11. Fume hood system shown including weight and exhaust duct identified and detailed. ☐

12. Type I kitchen hood fire suppression system identified and detailed. (Show gravity support and lateral bracing for kitchen hoods.) ☐
13. Any special systems indicated, including smoke removal, special venting, dust collection and all interfacing equipment identified and detailed with weights shown or scheduled for required anchorage design. ☐
14. Domestic water and gas load calculations with pipe sizes identified. ☐
15. Water heating system and location of equipment identified. ☐
16. *Energy Code Certificate of Compliance* forms included with plans. ☐

I. ELECTRICAL DRAWINGS

1. Location of all rated wall and ceiling assemblies identified. ☐
2. Panel locations with fire-resistance-rated enclosure assemblies identified. ☐
3. New and existing exit signs located. ☐
4. Interior and exterior emergency lighting and dedicated circuits identified. ☐
5. Power receptacles, ground-fault circuit interrupters (GFCI), and switches with accessible locations indicated and heights detailed. ☐
6. Assistive Listening Systems identified and detailed. ☐
7. Panel schedules and load calculations provided. ☐
8. Equipment/fixture schedule with weights and reference to anchorage details provided. ☐
9. *Energy Code Certificate of Compliance* forms included on plans. ☐

J. FIRE ALARM SYSTEM DRAWINGS

1. Guideline *GL-2: Project Submittal Guideline: Fire Alarm and Detection Systems* has been reviewed and all applicable items incorporated into submittal ☐
2. Automatic fire alarm system if applicable (An automatic fire alarm system is required for all new buildings at a new or existing campus and for modernizations if project cost exceeds $200,000 with any state funding.) ☐
3. Fire alarm site plan indicating building names or designations ☐
4. Fire alarm floor plans, including room uses, ceiling heights with circuits and device numbers identified, including locations of fire-resistance-rated walls and ceilings. ☐
5. Locations of the fire alarm control panel, power booster, terminal cabinets, annunciator panels, and all other required fire alarm equipment shown. ☐
6. Conduit runs, including wire type, size and number of conductors indicated. ☐
7. Fire alarm system identified: addressable or non-addressable, system and circuit class. ☐
8. Voltage-drop and battery calculations shown. ☐
9. Emergency Voice/Alarm Communication System. (See *IR F-1* for projects, where required). ☐

K. AUTOMATIC FIRE SPRINKLER SYSTEMS (AFSS) DRAWINGS

1. Guideline *GL-1:Project Submittal Guideline: Automatic Fire Sprinkler Systems* and policy *PL 10-01: Plan Submittal Requirements: Automatic Fire Sprinkler Systems (AFSS)* have been reviewed and all applicable items incorporated into the submittal ☐
2. Test Hydrant locations identified and water-flow test data signed by local fire authority or water purveyor. ☐
3. Fire sprinkler plan and site plan layout with water-flow test hydrant nodes indicated. Show locations for all lateral bracing. Show locations of fire rated assemblies and full height walls. ☐
4. Reflected ceiling plan with fire sprinklers located and coordinated with architectural, mechanical and lighting plans. ☐
5. Cross sections of buildings. ☐
6. Details of all assemblies, fittings, bracing, hangers, thrust blocks, signage, flexible piping and any other required AFSS equipment or supports. ☐

PART 4 – SUPPORTING DOCUMENTATION — ENTER X OR N/A

A. GENERAL SUPPORTING DOCUMENTS

1. Pre-application meeting minutes ☐
2. District letter for exempt items. (Applicable only to school project submittals containing items listed in *Appendix A* of *IR A-22: Construction Projects and Items Exempt from DSA Review* which the district wishes DSA not to plan review or certify.) ☐
3. Previously-approved DSA reference drawings (for alteration, reconstruction or additions to previously DSA-approved structures). ☐
4. Previously-approved DSA comparison sets (for projects re-using previously DSA-approved designs) ☐

B. STRUCTURAL REVIEW SUPPORTING DOCUMENTS

1. EXISTING BUILDING EVALUATION (For projects involving reconstruction, alterations, or additions.) ☐
   a. Copy of DSA approved (REH) Rehabilitation Evaluation and Design Criteria Report (applicable to rehabilitation projects for upgrades of non-conforming building or mandatory triggered upgrades per *CAC 4-309 (c)*). See form *DSA 1-REH Pre-application for Approval of a Rehabilitation Project Evaluation & Design Criterial Report* and procedure *PR 08-03: School Facility Program/Seismic Mitigation Program.* ☐
   b. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide calculations demonstrating that the triggers of *CAC Section 4-309(c)* have not been exceeded. ☐
   c. For projects involving reconstruction, alterations, or additions where no REH report has been submitted: Provide justification that the cost of the building reconstruction, alteration, or addition, determined in accordance with *CAC 4-309(c)*, does not exceed 50 percent of the building replacement cost. ☐

2. FLOOD MAP

   (Applicable to new construction, additions and relocations. See procedure *PR 14-01: Flood Design and Project Submittal Requirements.*) ☐

3. PROJECT STRUCTURAL CALCULATIONS

   a. One set of stamped and signed structural calculations indicating codes used. ☐

   b. Index of all calculations included. ☐

   c. Description of scope of work covered by the submitted calculations with complete design criteria indicated. Provide a clear narrative for each calculation section with main assumptions and design approach to be used. Address the impact to existing structural lateral systems of any proposed partial demolition(s). Reference *CAC 4-309* for structural rehabilitation triggers. ☐

   d. Seismic, wind and importance load factors indicated. Wind loading provisions including wind speed, exposure and any specialized items such as topographic effects need to be clearly defined. ☐

   e. Snow load utilized in the design identified; provide snow drift calculations, if appropriate. ☐

   f. Utilized soil bearing pressure indicated. If greater than 1,500 psf, or where the exceptions in *California Building Code (CBC) Section 1803A.2* are not met, provide substantiating geotechnical report. ☐

   g. Utilized lateral soil passive pressure indicated. If greater than 100 psf, provide substantiating geotechnical report. ☐

   h. Completed design checks of foundations including check of soil stresses and strength checks of footings. ☐

   i. Allowable lateral soil pressure for the design of poles, signs or antennae. ☐

   j. Calculations for miscellaneous site structures. ☐

   k. Key plans for foundations, floors and roofs, coordinated and cross referenced to the submitted structural calculations. ☐

   l. Lateral drift calculations, as required by code, ☐

   m. Load calculations, including weight of mechanical and electrical units and fire sprinkler pipe, ☐

   n. Calculations for mechanical equipment anchorage, including overturning, ☐

   o. Complete gravity system calculations, including checks of connections, ☐

   p. Complete truss calculations and details for open-web trusses (unless deferred), ☐

   q. Complete chord and collector calculations, ☐

   r. Lateral system calculations, including checks of connections, ☐

   s. Calculations for lateral floor and roof diaphragms. ☐

   t. Rigid diaphragms identified and calculations provided for accidental torsion consideration. ☐

   u. Dynamic analysis calculations required for buildings with structural irregularities, in accordance with American Society of Civil Engineers Standard ASCE 7, Table 12.6-1. ☐

v. For designs by computer analysis, printouts of key input and output with a copy of the input and output files must be included. Structural calculation should provide all model geometry, loading information, boundary conditions, material properties, framing sizes, and strength check modifiers. Calculations must also contain primary analysis results such as reactions, all strength checks, and any connection design output to justify the design with the model provided as backup. ☐

4. GEOTECHNICAL INVESTIGATION / SOILS REPORT (See *CBC 1803A* for applicability)
   a. New report applicable to the buildings in the scope of work with the appropriate professionals' stamps and signatures. ☐
   b. A previous report may be submitted if a reevaluation is made and found to be currently appropriate. A letter updating the original report(s) by the same geotechnical engineer or geotechnical engineering firm must be included.) ☐
5. GEO-HAZARDS REPORT (See procedure *PR 14-01* for applicability) ☐
   a. A Geo-Hazards Report applicable to the buildings in the scope of work, with the appropriate professionals' stamps and signatures. ☐
   b. A previous report may be submitted provided that a reevaluation if made and found to be currently appropriate and the additional criteria outlined in *IR A-4.13 Geohazard Report Requirements* are satisfied. Provide a letter updating original report(s) by the same geotechnical engineer or geotechnical engineering firm.) ☐
   c. One copy of a completed California Geological Society (CGS) application with CGS project number, per *IR A-4.13: Geohazard Report Requirements* ☐
   d. One copy of site data report submitted to CGS per *CBC 1603A.2.* ☐
   e. CGS Final Acceptance letter will be required prior to DSA's stamp-out. ☐

C. ACCESS COMPLIANCE REVIEW SUPPORTING DOCUMENTATION

1. Manufacturers' product data sheets for door hardware, plumbing fixtures, restroom accessories. ☐

D. FIRE AND LIFE SAFETY REVIEW SUPPORTING DOCUMENTATION

1. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all AFSS materials and devices. ☐
2. Hydraulic calculations for each building, system coordinated with the water-flow test hydrant ☐
3. Structural calculations for support and bracing of sprinkler systems ☐
4. Current CAL FIRE Office of the State Fire Marshal listings and manufacturers' product data sheets for all fire alarm devices ☐
5. For projects exempt from the Green Oaks Family Academy Elementary School Fire Protection Act (SB 575, Chapter 725, Statutes of 2001), a letter signed by the school district superintendent stating the project is exempt ☐

E. ENERGY CODE COMPLIANCE DOCUMENTATION (Applicable to new construction, additions and alterations to an existing building envelope, HVAC or electrical system)

1. Energy Compliance Documentation Submittal Checklist with signatures (Form *DSA 403-A*, *DSA 403-B*, or *DSA 403-PC*, as applicable). ☐
2. California Energy Code required *Certificate of Compliance* forms with appropriate signatures on drawings ☐
3. Building Energy Analysis Report (8½-inch x 11-inch format) ☐

F. CALGREEN CODE COMPLIANCE DOCUMENTATION (Applicable to new construction and additions and landscape work.)

1. *DSA 1-L: Outdoor Water Use Self-Certification of Landscape Irrigation Design* form and documentation with Site Landscape Area Location Plan See procedure *PR 15-03: Compliance with CALGreen Outdoor Water Use Regulations.* ☐
2. Completed *Application Matrix* (*Attachment 1* within the guideline *GL 4: CALGreen Code.*) ☐
3. Identified underground and above-ground utilities and drainage systems; identified methods to manage surface water in compliance with *CALGreen Code Section 5.106.10.* ☐
4. Location of bicycle parking in compliance with *CALGreen Code Section 5.106.4.2.* ☐
5. Identified areas that serve the entire building for recycling of non-hazardous materials per *CALGreen Code Section 5.410.1.* ☐
6. Identified primary exterior entry protection in compliance with *CALGreen Code Section 5.407.2.2.1.* ☐
7. Requirements for indoor moisture control identified in compliance with *CALGreen Code Section 5.505.1.* ☐
8. Requirements for acoustical control identified in compliance with *CALGreen Code Section 5.507.4.* ☐
9. Requirements for ventilation identified in compliance with *Energy Code* and *CALGreen Code Section 5.506.1.* ☐

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") and Rachlin Partners ("Architect / Engineer") ("Contract" or "Project").

I _____, _____
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I _____, _____
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Architect / Engineer: _____

Signature: _____

Print Name: _____

Title: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") and Rachlin Partners ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars ($1,000,000).

OR

☐ 2. Architect / Engineer's total Fee is one million dollars ($1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Architect / Engineer's total Fee is one million dollars ($1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement**.

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Architect / Engineer: _____

Signature: _____

Print Name: _____

Title: _____

IV. 18. RATIFY Service Agreement No. 202021-213 with Alliance Race Timing to provide on-line registration and race management for the TLC 5K Run from November 2, 2020 through March 5, 2021.

Supporting Documents

Service Agreement No. 202021-213 - Alliance Race Timing - TLC - R. Montero

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

SERVICE AGREEMENT
Agreement No. 202021-213

THIS AGREEMENT made and entered into this 02 of November, 2020 by and between Alliance Race Timing, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   Provide on-line registration and race management for TLC 5K run

   Addendum A attached

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $600.00, not to exceed $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 Nov. 2, 2020 and will terminate on or before Mar. 05, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Alliance Race Timing
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	~~14271 Jeffrey Rd. #283~~ 2801 Summerfield Ct
Downey, CA 90241		~~Irvine, CA 92620~~ West Sacramento, CA 95691
Contact: Debbie Black	Contact:	Eric Bauer
(562)469-6521/dblack@dusd.net	Phone/email:	916-712-3993 / eric@srtiming.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	
	Eric Bauer
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Eric Bauer
Print Title: Associate Superintendent Business Services	Print Title: Owner
Date:	Date: 11/2/2020

District use only below line

Account Number to be Charged 01.0-00000-0.00000-31400-5890-7486815

Jennifer Robbins, Director, Elementary Education

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

ALLIANCE RACE TIMING

Virtual race and consulting contract by Alliance Race Timing:

VIRTUAL RACE/CHALLENGE ONLINE REGISTRATION:

- Setup and manage all online aspects of the virtual race/challenge through partner RunSignUp.
- Setup and manage virtual bib template and virtual bib assignments.

RACE JOY:

- Setup and manage all aspects of Race Joy anywhere as a certified Race Joy timer.

PROMOTION:

- Setup and manage scheduled custom emails for promoting the virtual race
- Setup and manage social media links for promoting the race
- Setup and manage referral rewards
- Setup and manage sponsors including virtual swag bags

RESULTS:

- Setup and manage online results submission through RunSignUp and Race Joy
- Setup and manage online finisher certificates
- Manage submitted results and update/correct as needed.

RACE DIRECTOR RESPONSIBILITIES:

- Provide timely feedback of items needing to be addressed and/or updated online.
- Provide sponsor details and virtual race/challenge content to be included with online registration.
- Provide spreadsheet of previous participant names and contact information including email for event marketing if available.

FEES:

_____agrees to the following payment schedule:

- Pay Alliance Race Timing the invoice balance net 30 days upon receipt of invoice.
- Fee (includes first 1000 virtual participants).....$395.00
- $.25 cents per additional virtual participant 1001+
- Includes 5 hours of race consulting. $40/hour after 5 hours
- Base Fee.....$395.00

IV. 19. RATIFY Agreement No. 202021-214 between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and the Alhambra Unified School District to utilize the services of the Deaf and Hard of Hearing program from July 1, 2020 through June 30, 2021.

Supporting Documents

Agreement No. 202021-214 - SELPA Agreement for DHH Services at Alhambra USD - G. Townsen..

Downey-Montebello Special Education Local Plan Area ("SELPA")

AGREEMENT
FOR

DEAF AND HARD OF HEARING SERVICES
SPECIAL EDUCATION

The Downy-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The Alhambra Unified School District, hereinafter referred to as "District" is located at 1515 W. Mission Rd, Alhambra, CA 91803.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A — Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2020 and shall remain in effect through June 30, 2021. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

(a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.

(b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.

(c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

(a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.

(b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.

1. If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.

(c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.

(d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

(a) District agrees to defend, indemnify, save, and hold harmless DOWNEY UNIFIED SCHOOL DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of DOWNEY UNIFIED SCHOOL DISTRICT. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

(b) DOWNEY UNIFIED SCHOOL DISTRICT agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

Any notices to be given pursuant to this Contract 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, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:

Alhambra Unified School District
1515 W. Mission Rd.
Alhambra, CA 91803

7. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District shall fully comply with the provisions of the Education Code Section 45125.1.

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

District warrants its compliance with the criteria established by the U.S. Internal Revenue Service and the California Employment Development Department for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final

understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

11. SEVERABILITY / WAIVER

a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

The Contract shall not be modified or amended except in the form of a written amendment to the Contract that is signed and executed by both parties.

13. TERMINATION

a. The Contract may be terminated at any time during the contract term with or without cause by DOWNEY UNIFIED SCHOOL DISTRICT upon written notification to the District.

b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.

c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the *next* billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

16. COMPLIANCE WITH LAW

In performing this Contract, District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures, including but not limited to the Family Educational Rights and Privacy Act (Education Code Section 49073, et seq.). District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by DOWNEY UNIFIED SCHOOL DISTRICT, provide evidence of same.

17. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

18. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

21. RECORD RETENTION AND INSPECTION

DOWNEY UNIFIED SCHOOL DISTRICT shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to DOWNEY UNIFIED SCHOOL DISTRICT during the entire term of this Contract and for a period not less than five (5) years after final payment for services rendered by DOWNEY UNIFIED SCHOOL DISTRICT.

22. NO THIRD PARTY BENEFICIARIES

The execution and delivery of this Contract shall not be deemed to confer any rights or benefits upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

In such instances, particularly when partial funding remains available, DOWNEY UNIFIED SCHOOL DISTRICT shall have the option to either terminate this Contract with no liability occurring to DOWNEY UNIFIED SCHOOL DISTRICT, or DOWNEY UNIFIED SCHOOL DISTRICT may offer an amendment to this Contract to reflect the reduced availability of funds.

24. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This Contract may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

Dated: 10/27/2020

By: Patricia Rodriguez-Mackintosh
ALHAMBRA UNIFIED SCHOOL DISTRICT
President's Signature

Dated: 10/27/2020

By: Josefina Duran
ALHAMBRA UNIFIED SCHOOL DISTRICT
Asst. Secretary's Signature

Date: _____

By: _____
DOWNEY UNIFIED SCHOOL DISTRICT
Christina Aragon
Associate Superintendent
Business Services

*PLEASE FORWARD A COPY OF THE APPROVED MOU TO CELESTE YOUNG IN AUSD-SPECIAL ED OFFICE.

EXHIBIT A
SCOPE OF WORK

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

(a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.

(b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:

1. Conduct evaluations specifically related to students' DHH goals and objectives
2. Provide DHH services according to the student's Individualized Education Program ("IEP").
3. Develop and maintain compliant IEP goals specific to DHH services.
4. Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
5. Implement interventions based on a student's DHH assessment and evaluation.
6. Provide specialist support options to enable students with hearing loss equity of access to the curriculum. Provide training and in-service support to educate staff on use of FM systems.
7. Promote language development by providing a range of communication modes and strategies.
8. Instruct the student and staff on the use and care of hearing and hearing equipment.
9. Collaborate with staff and family.
10. Monitor student audiological needs.
11. Assist in the assessment and acquisition of hearing equipment.
12. Support communication and linguistic development and spoken and/or sign language.
13. Assessing audiological implication related to speech and language development.
14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
15. Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
16. Establish and communicate clear lesson and intervention purpose.

(c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:

1. Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
2. Conduct evaluations specifically related to DHH goals and objectives.
3. Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.

5. Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
6. Implement interventions based on student assessments and evaluations.
7. Attend and participate in students' annual and triennial IEP team meetings.
8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
9. Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.

(d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

(a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.

(b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.

(c) The District is responsible for the following:

1. Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.

2. Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.

3. Arranging and providing transportation for students who are receiving supports and services under this Agreement.

4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

5. The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.

6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.

7. District will be responsible for providing transportation services.

(d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).

(e) The District agrees to make available to DOWNEY UNIFIED SCHOOL DISTRICT any and all student records DOWNEY UNIFIED SCHOOL DISTRICT deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.

IV. 20. RATIFY Service Agreement No. 202021-215 with Total Clean to provide service and repairs to District pressure washers from November 3, 2020 through June 30, 2021.

Supporting Documents

Service Agreement No. 202021-215 - Total Clean - Operations

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

SERVICE AGREEMENT
Agreement No. 202021-21s

THIS AGREEMENT made and entered into this _3_ of November, 2020 by and between TOTAL CLEAN, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows:

1. **Sery;lce 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.

   Service and Repair for District Pressure Washers

2. **Cost of services,** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $ 7,500.00, not to exceed $ 7,500.00 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. **Imm.** The term of this agreement begins 11-3-2020 and will terminate on or before os-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.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	TOTAL CLEAN
Business Services	Dept.:	CUSTOMER SERVICE
11627 Brookshire Ave.	Address:	2070 N. WHITE AVENUE
Downey, CA 90241		LA VERNE, CA 91750
Contact: Debbie Black	Contact:	SAM TAYLOR
(562)469-6521/dblack@dusd.net	Phone/email:	714-788-6356; sam.taylor@haaker.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	TOTAL CLEAN
Christina Aragon	Sam Taylor
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Sam Taylor
Print Title: Associate Superintendent Business Services	Print Title: Sales Rep
Date: November 11, 2020	Date: 11/3/2020

District use only below line

Account Number to be Charged _____

_____

Name and Title of Site Administrator-Please print

_____ _____

Signature of Site Administrator Date

_____ _____

Signature of Program Director ONLY IF using categorical funds Date

Total Clean Rep Sam

TOTAL CLEAN

Customer # _____

Standard Planned Maintenance Agreement

Total Clean will send an experienced service representative to your business to perform the entire checklist functions attached. Additional services will be performed only upon verbal or written authorization.

Our regular charge is $ 128.00 per hour, however, by signing up under our Planned Maintenance Program, you will be charged $ 111.00 per hour. Should you require additional repairs between scheduled visits, you will also receive the benefit of the lower hourly rate on the **Total Clean** equipment specified within this agreement. Travel costs to your place of business will be assessed by a flat rate trip charge of $ 111.00 per visit.

To qualify for this labor rate, at least one machine must be scheduled for service in advance at least two times per year. Your **Total Clean** representative can help you determine how often your machine should be serviced (with normal use, a monthly service call is usually recommended).

Parts, oil, grease, filters, etc., will be billed to you at current **Total Clean** prices or you may furnish your own. Terms: Net 30 days.

Labor Rate and Travel Charge Rate are subject to change.

This agreement may be cancelled by either party upon 30 days notice in writing.

Bill To

Company Name Downey Unified School District

Street 11627 Brookshire Ave

City Downey

State CA Zip 90241

Customer PO# _____

Service Location (If Different from Bill To)

Company Name _____

Street _____

City _____

State _____ Zip _____

Phone Number _____

MACHINE MODEL/ SERIAL #

1 _____

2 _____ - _____

3 _____ - _____

4 _____ - _____

5 _____ - _____

6 _____ - _____

CALL SCHEDULE

J	F	M	A	M	J	J	A	S	O	N	D
✓			✓			✓			✓		

SPECIAL INSTRUCTIONS

Special Flat Rate Service $305.00 + Shop Supplies +Tax PM Service $111.00 Trip Charge

PM Service Includes, Oil changed for pump and Vanguard Engine, New Spark plugs, Air Filter, Pre-Filter, Oil Filter, Fuel Additive, Fuel Filter.

We test the pressure, temperature, hose, gun/wand, nozzles and overall appearance and running capability

Authorized Customer Signature

Christina Aragon - Associate Superintendent

Printed Name / Title

White - Total Clean Copy Yellow - Customer Copy

IV. 21. RATIFY Service Agreement No. 202021-216 with Ms. Elizabeth Gallardo to provide compensatory speech and language services for a DUSD student from November 15, 2020 through June 1, 2021.

Supporting Documents

Service Agreement No. 202021-216 - Elizabeth Gallardo - Spec Ed

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

SERVICE AGREEMENT
Agreement No. 202021-216

THIS AGREEMENT made and entered into this 2 of November, 2020 by and between Elizabeth Gallardo, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Provide 22.5 hours of compensatory Speech and Language Services for Student (#714558)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $3,375.00, not to exceed $3,375.00 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 November 15, 2020 and will terminate on or before June 1, 2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Signature: Wayne Shannon (Nov 4, 2020 14:23 PST)

Email: wshannon@dusd.net

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	Name:	Elizabeth Gallardo
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	P.O. Box 1644
Downey, CA 90241		Bellflower, CA 90707-1644
Contact: Debbie Black	Contact:	egallardoslpbcba@gmail.com
(562)469-6521/dblack@dusd.net	Phone/email:	(562)565-5107

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Elizabeth Gallardo
Print Title: Associate Superintendent Business Services	Print Title: Speech Lang. Path
Date:	Date: 11/4/20

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

Patricia Sandoval (Nov 4, 2020 13:03 PST) Nov 4, 2020

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

Elizabeth Gallardo, M.A., Ed, M.A.,CCC-SLP, BCBA
Bilingual Speech Language Pathologist, SP 20198 & Board-Certified Behavior Analyst 1-17-25984
P.O. Box 1644. Bellflower, CA, 90707-1644
Phone: (562) 565 5107 . E-Mail: egallardoslpbcba@gmail.com

Independent Educational Evaluation (IEE)

Speech and Language
Fee Schedule
2020-2021

Direct Services:

Hourly rate is $ 150.00 per hour, which includes therapeutic services for identified goal by using Evidence Based Practices, data collection, and parent consultation services.

*When appropriate based on student's development/cognitive/linguistic abilities

IV. 22. RATIFY Agreement for Independent Consultant Services No. 202021-217 with Walter J. Shaw, DDS, to provide a radiation safety course at the Downey Adult School for the Orthodontic Assistant Program from November 1, 2020 through June 30, 2021.

Supporting Documents

Agreement for Independent Consultant Services No. 202021-217 - Walter J. Shaw, DDS - DAS

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-217

This AGREEMENT is made and entered into this 1st day of November 2020,

between the Downey Unified School District ("DISTRICT") and

Walter J Shaw, DDS, ("CONSULTANT"), to provide services

under the direction of:

Blanca Rochin, Adult School

(Printed 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).*

Radiation Safety Course - student, patients, x-ray Rx

Orthodontic Assistant permit

2. **LOCATION OF PERFORMANCE/SERVICE:** Adult School

3. **PERIOD OF AGREEMENT**

This Agreement is effective 11/1/2020 and will be completed by 6/30/2021 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 **must** 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.

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $ 350.00 per hour not to exceed a total of $ 30,000.00. 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. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

b. *General Liability Insurance 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.*

(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.

Walter J Shaw
Consultant Name

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

Nov. 1, 2020
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

Date

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6520

District use only below line

Account Number to be Charged: 11.0 06390.0 46300 10000 5804 6285042

Blanca Rochin, Principal
Print Name and Title of Site Administrator

11/2/20
Date

Signature of Site Administrator

If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.

Signature of Program Director

Date

Financial Services (verify acct. #)

IV. 23. RATIFY Service Agreement No. 202021-218 with Sign Up Interpreting for signing and oral interpreting services to the Deaf and Hard of Hearing Program from November 2, 2020 through June 30, 2021.

Supporting Documents

Service Agreemeent No. 202021-218 - Sign Up Interpreting - DHH - L. Hunt

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

SERVICE AGREEMENT
Agreement No. 202021-218

THIS AGREEMENT made and entered into this 2nd of November, 2020 by and between Sign Up Interpreting, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   See Attached

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $ See attached rate sheet, not to exceed $ 200,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins November 2, 2020 and will terminate on or before June 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.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	SignUp Interpreting Services
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	P.O. Box 941
Downey, CA 90241		Sunset Beach, CA 90742
Contact: Debbie Black	Contact:	Sabryna Ramos
(562)469-6521/dblack@dusd.net	Phone/email:	(657) 464-4192

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	SIGN UP INTERPRETING SVCS, LLC
Signature	*Signature*
Print Name: Christina Aragon	Print Name: SABRYNA RAMOS
Print Title: Associate Superintendent Business Services	Print Title: CEO
Date:	Date: 11-6-2020

District use only below line

Account Number to be Charged _____

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

Service provider, SignUp, will provide the following services:

- Sign Language interpreting
- Oral interpreting
- Trilingual interpreting
- Tactile interpreting
- Communication access real-time translation (CART) services.

Scope of work: Service provider will provide services to students, staff or parents within the regionalized area. Service may include, but not be limited to, interpreting or CART services in the following settings: classroom, extracurricular activities, various meetings (i.e. staff meetings, IEP meetings, parent meetings), workshops, trainings, etc.

Rates: All rates will follow the rate sheet provided by the service provider and approved by the district. Requests will be made with a two-hour minimum and be paid in 30 minute increments for any request longer than the two-hour minimum. Duty-free lunches, regardless of length of lunch period, will not be paid. Mileage will not be paid.

Cancellations: must be made prior to two business days of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

Invoices: All invoices shall include the following information:

- Name of the person/persons providing the service
- Description of the work performance
- Location where work was performed
- Total amount due and payable
- Contract and invoice number

Certification Requirements:

- Sign Language interpreters must possess valid certification with a score of 4.0 or above from the Registry of Interpreter for the Deaf (RID) or an equivalent, as recognized by the California State Department of Education (CDE).
- CART providers shall have CRC certification or equivalent.

The district lead interpreter, Lisa Hunt or designee, will make all requests for service.

Signature [signature] Date 11-4-20

SABRYNA RAMOS.

SIGN UP
INTERPRETING SERVICES, LLC

PRICING AND POLICIES

(for Downey Unified School District)

Sign Up Interpreting Services, LLC, provides interpreting to the community from the hours of 8:00am-5:00pm, Monday to Friday. After hours and weekend services may be provided upon special request.

STANDARD Rate:

For INTERPRETING requests made with more than two business days' notice
$77.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday
For CAPTIONING requests made with more than two business days' notice
$95.00/hour per interpreter during the hours of 8:00am-5:00pm, Monday to Friday

WEEKEND / AFTER-HOURS Rate:

For INTERPRETING requests made with more than two business days' notice
$95.00/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am)
For CAPTIONING requests made with more than two business days' notice
$105.00/hour per interpreter for weekend/evening (after 5:00pm and prior to 8:00am)

OVERNIGHT Rate:

For requests provided between the hours 10:00pm and 6:00am will have an additional charge of 25%/hr

SPECIALTY Rate:

For requests made with more than two business days' notice
Special requests such as assignments of a complex nature, a third language, or those with a potential legal ramification may require two interpreters.
$125.00 - $200.00/hr per interpreter

EMERGENCY Rate:

For requests made with **less than** two business days' notice
Additional 25% per hour (2hr minimum) per interpreter/captioner

Any assignment exceeding two hours or of a complex nature should be teamed with two interpreters/ captionists. If an assignment lasts longer than two (2) hours and a team is unavailable, the un-teamed assignment will be billed at a rate equivalent to two (2) interpreters/captionists. After, half hour increment charges will apply.

Additional Charge:

Incidentals such as parking, public transportation, mileage, or other fees reasonably incurred as a result of transportation may be charged.

Cancellations must be made prior to two business days of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

Billing / Invoices Payment is due at the time of services rendered. Invoices will be generated at the completion of the assignment and must be paid within 10 days of receipt. Minimum fee will be billed at twice the hourly rate per assignment.. Payment can be made to Sign Up Interpreting Svcs, LLC via check or money order. Other options may

P O Box 941 * Sunset Beach, CA 90742 * signupasl@gmail.com * (657) 464-4192

be available. Accounts past due will be subject to late charges as well as finance charges. If pursuit of collections is required, Client will be responsible for any retrieval or collection costs.
Client is responsible for providing a safe and secure access to Agency interpreters for any facilities in which services are to be provided. Client has an affirmative duty to warn Sign Up Interpreting Svcs, LLC ("Agency") of any safety concerns, health risks, or other dangers associated with providing interpreting services to Client. Client agrees to maintain industry standard liability insurance regarding visitors to its premises. Client will provide adequate direction and guidelines were appropriate to enable the Agency interpreter(s) to effectively provide services.

Agency will provide interpreters with skills consistent with industry standards. Client agrees to ensure that services are provided to the persons requiring such and agrees to indemnify, defend and hold harmless the Agency and any of its contractors, officers, owners and representatives from any damages, losses, liabilities or claims arising out of the services except for claims arising out of Agency's exemplary damages arising out of the services provided whether arising out of contract or tort, even if advised of the possibility of such damages. Agency disclaims any express or implied warranties regarding the services that are not contained in the pricing and policies.

This is an agreement entered into between the Client and Sign Up Interpreting Services, LLC ("the Agency"). By signing this agreement, the undersigned client representative agree that he/she has read and agree to the terms indicated for all future interpreting assignments by Sign Up Interpreting Services, LLC and its agents. The undersigned client representative also certifies that he/she is authorized to accept terms on behalf of the Client and constitutes acceptance of all the Rate, terms and policies set forth herein.

Client understands that Sign Up Interpreting Services, LLC is an independent Interpreting Agency and thus all parties involved are independent contractors and will be responsible for any taxes, deductions, etc. for payments received.

Client understands that this contract will supersede all other contracts made previously with Sign Up Interpreting Services, LLC and will expire only when a new contract is drawn.

Client/Business Name: Downey Unified School District

Signature: _____ Date: _____

Print Name: Christina Aragon Title: Assoc. Supt. Bus. Svcs.

Billing Information:
Contact Person: Accounts Payable Department Phone No. (562) 469-6622

Email address: accountspayable@dusd.net @ _____

Billing Address: 11627 Brookshire Avenue, Downey, CA 90241

Please return a completed and signed form to SignUpASL@gmail.com or mail to PO Box 941, Sunset Beach, CA 90742. This form must be completed prior to any services provided.

Effective November 3, 2020 and supersedes any previous pricing and policies.

IV. 24. RATIFY Agreement for Construction Services No. 202021-220 with KYA Services, LLC, Santa Ana, to remove, provide and install new wood flooring in the Gymnasium at Warren High School, in the amount of $618,460.50, to be charged to Deferred Maintenance Funds.

Supporting Documents

Agreement for Construction Services No. 202021-220 - KYA Services LLC - New Gym Floor at WH.

Downey Unified
SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER 202021-220

PURCHASE ORDER NUMBER PO2W-210000000924

THIS CONTRACT is made and entered into this 28 day of October, 2020, by and between KYA Services ("Contractor") and Downey Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of: Six-hundred, eighteen thousand, four-hundred sixty and 50/100 Dollars ($ 618,460.50) ("Contract Price"), the following services ("Services" or "Work"):

   Provide all labor, equipment, and materials to remove existing wood gym floor assembly (approximately 18,200 sq. ft.), and install modified Aacer Maple Floor. Pricing per Covina Valley JPA, includes all debris removal and prevailing wage.

2. Contractor shall perform the Work at Warren High School Gymnasium
   Located at 8141 DePalma St Downey, CA 90241
   ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by 06/30, 2020 ("Completion Date").

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of : N/A Dollars ($ 0.00) per day for each and every calendar day ofdelay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	_X_ Asbestos & Other Hazardous Materials Certification
____ Instructions to Bidders	_X_ Lead-Product(s) Certification
____ Bid Form and Proposal	N/A Roofing Project Certification
____ Bid Bond	_X_ Registered Subcontractor List
_X_ Noncollusion Declaration	_X_ Insurance Certificates and Endorsements
____ Iran Contracting Act Certification	_X_ Performance Bond
_X_ Designated Subcontractors List	_X_ Payment Bond
_X_ Notice to Proceed	____ Specifications
_X_ Prevailing Wage Certification	____ Plans
_X_ Workers' Compensation Certification	_X_ Exhibit "A" ("Scope of Work")
_X_ Criminal Background Investigation / Fingerprinting Certification	____ _____ [Other]
_X_ Drug-Free Workplace Certification	____ _____ [Other]
_X_ Tobacco-Free Environment Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payment (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is N/A ("Architect"), the construction manager on the Project is Craig Karli, Maintenance Supervisor ("Construction Manager"), and the project inspector on the Project is John Shook ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by John Shook of the M.O.T. Services Department of the District.

Downey Unified
SCHOOL DISTRICT

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
Downey Unified School District	Name: KYA Services
ATTN: **Darren Purseglove**	ATTN: Michelle Fox
[ADDRESS] **11627 Brookshire Avenue Downey, CA 90241**	[ADDRESS] 1800 E. McFadden Avenue Santa Ana, CA 92705
[FAX] **(562) 469-6536**	[FAX] contracts@thekyagroup.com
[EMAIL] **dpurseglove@dusd.net**	[EMAIL] michelle.fox@ thekyagroup.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: November 5, 2020	Dated: 10/28, 2020
Downey Unified School District	**Contractor**: KYA Services
Signature: Christina Aragon	Signature: Terri Bell
Print Name: **Christina Aragon**	Print Name: Terri Bell
Print Title: **Associate Superintendent**	Print Title: Director
Address: **11627 Brookshire Avenue Downey CA, 90241**	License No.: 984827
	Registration No.: 1000003379
Telephone: **(562) 469-6533**	Address: 1800 E. McFadden Ave Santa Ana, CA 92705
Facsimile: **(562) 469-6536**	Telephone: (949) 416-6714
E-Mail: **djimenez@dusd.net**	Facsimile:
	E-Mail: michelle.fox@thekyagroup.com

Downey Unified
SCHOOL DISTRICT

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: CALIFORNIA
__✓__ Limited Liability Company
____ Other: _____

46-2267568 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 984827

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 11/5/2020 10:03:30 AM

Business Information

KYA SERVICES LLC
1800 E MCFADDEN AVENUE
SANTA ANA, CA 92705
Business Phone Number:(714) 659-6476

Entity Ltd Liability
Issue Date 06/27/2013
Expire Date 06/30/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C15 - FLOORING AND FLOOR COVERING
- B - GENERAL BUILDING CONTRACTOR
- C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.
Bond Number: 115947
Bond Amount: $15,000
Effective Date: 07/01/2020
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with INTERNATIONAL FIDELITY INSURANCE COMPANY.
Bond Number: 0528848
Bond Amount: $100,000
Effective Date: 07/20/2016
LLC Employee/Worker Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **0788692** for DAVID RAY SANLORENZO in the amount of **$12,500** with HARCO NATIONAL INSURANCE COMPANY.
  Effective Date: 10/12/2020
- This license filed Bond of Qualifying Individual number **0728354** for EDUARDO JAVIER PEREZ in the amount of **$12,500** with INTERNATIONAL FIDELITY INSURANCE COMPANY.
  Effective Date: 09/07/2017

Workers' Compensation

Policy Number:C68746942
Effective Date: 10/01/2020
Expire Date: 10/01/2021
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with OHIO SECURITY INSURANCE COMPANY
Policy Number: BLO56002851
Amount: $2,000,000
Effective Date: 02/27/2020
Expiration Date: 02/27/2021
Liability Insurance History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Downey Unified
SCHOOL DISTRICT

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

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

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to

bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.

18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, 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 District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.

22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the

right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. **INDEMNIFICATION:**

27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

29. **CONTRACTOR'S INSURANCE:**

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

29.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

29.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.

33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

34.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

34.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

37. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services

performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Downey Unified
SCHOOL DISTRICT

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Downey Unified
SCHOOL DISTRICT

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Downey Unified
SCHOOL DISTRICT

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

KYA SERVICES LLC

PREPARED FOR

Vince Madsen

Downey USD

7472410403

vmadsen@dusd.net

10/22/2020

Warren High - Gym - Floor Replacement Budget RV

Proposal Number 1-1-21248

Labor: 17-18-101

Contact

Michelle Fox
1800 E. McFadden Ave.
Santa Ana, CA

949-416-6714

michelle.fox@thekyagroup.com

Pages 6

CA LICENSE #984827 B + C15

SCOPE OF WORK - PRICING

Warren High - Gym - Floor Replacement Budget RV	Quantity	U/M	Price	Value
FM. 7 Maple Plank Floor	18,200.00	SF	$3.00	$54,600.00 T
FM. 19 Moisture Barrier	18,200.00	SF	$8.00	$145,600.00 T
FL. 40 Vented base material	18,500.00	LF	$14.25	$263,625.00 T
FL. 87 Demo Wood Sheeting	18,200.00	SF	$1.00	$18,200.00
FL. 6 Floor Preparation	92.00	HRS	$90.00	$8,280.00
FL. 39 Application Of Sports flooring	2,023.00	SY	$18.00	$36,414.00
FL. 41 Vented wall base application	18,500.00	LF	$2.00	$37,000.00
Bonding Fee	1.00	EA	$8,359.00	$8,359.00
Sales Tax	1.00	EA	$46,382.50	$46,382.50
	Total Price			$618,460.50

KYA SERVICES LLC

Proposal: 1-1-21248
To: Downey USD
11627 Brookshire Ave
Downey
California
90241

Date: October 22, 2020
Terms: Net 30
Labor: 17-18-101

c/o: Downey USD
RA: Michelle Fox
RA Phone: 949-416-6714
RA Email: michelle.fox@thekyagroup.com
Site: Warren High
Address: 8141 De Palma St.,
90241

Site Qualifications and General Scope of Work

Priced per Covina Valley JPA

Provide all labor & equipment to remove existing wood gym floor Assembly
Approx 18,200 sf
Includes:
Associated Dump Fees, Rentals
Prevailing wage

Provide all material, labor & equipment to install modified Aacer Maple Floor
Approx 18,200 sf
Detach, move, & reattach bleachers to facilitate installation of new flooring
6 mil Vapor retarder
2x4 treated sleepers fastened to concrete
Factory Fabricated steel encased sleeper w/ Resilient pads fastened to treated sleeper
23/32" CDX APA plywood subfloor
2-1/4"x25/32" 3rd and btr MFMA maple
Finish work: sand smooth, 2 seal coats, all game lines/graphics (based on existing) 3 finish coats water base urethane
Black Vented cove base at perimeter
save and re-use of game sleeves and/or electrical floor lids
Prevailing wage
EXCLUDED:
Moisture Mitigation if necessary can be quoted
Major slab leveling/shimming. Slab must meet MFR. tolerance of 1/8" in 10ft.
The condition of the existing slab is unknown.

Any unforseen floor prep or scope change will have an additonal charges

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

Initials _____

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment:
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation; Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials _____

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company: KYA Services LLC

Accepted by:

Signature:	Christina Aragon	Signature:	Michelle Fox
By: (Print)	Christina Aragon	By: (Print)	Michelle Fox
Title:	Associate Supt., Business Services	Title:	Regional Advisor
Date:	10/23/2020	Date:	October 22, 2020

* OK

* COMPLIES WITH TERMS & CONDITIONS OF THE JPA AGREEMENT

Downey Unified
SCHOOL DISTRICT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the Director (Title) of KYA Services (Bidder Name),
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 28 day of October, 2020 at Santa Ana, CA (City, State).

Proper Name of Bidder: KYA Services

Signature: Terri Bell

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: October 28, 2020

Proper Name of Contractor: KYA Services

Signature: Terri Bell

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: October 28, 20 20

Proper Name of Contractor: KYA Services

Signature: [signature]

Print Name: Terri Bell

Title: Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

Downey Unified
SCHOOL DISTRICT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: PO2W-210000000924 between the Downey Unified School District ("District") and KYA Services ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Downey Unified
SCHOOL DISTRICT

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

☒ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: November 5, 2020

District Representative's Name and Title: John Shook, Director, M.O.T. Services

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: October 28, 20 20

Proper Name of Contractor: KYA Services

Signature: _____

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: October 28 , 20 20

Name of Contractor: KYA Services

Signature: Terri Bell

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: October 28, 20 20

Name of Contractor: KYA Services

Signature: T Bell

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

ROOFING PROJECT CERTIFICATION N/A

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than $21,000 ("roofing project") and submitted to the District when the award is made.

Certification of: ☐ Contractor ☐ Materials Manufacturer
☐ Vendor ☐ Other _____

I, _____ [Name], _____ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ [Name], _____ [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Name], _____ [Name of Firm], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

_____

_____

_____

_____

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: Oct. 28, 2020

Name of Firm: KYA Services LLC

Signature: _____

Print Name: Terri Bell

Title: Director

Downey Unified
SCHOOL DISTRICT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PURCHASE ORDER: PO2W-210000000924

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Geary Floors, Inc.
DIR Registration #: 1000008149
Portion of Work: Replace Flooring

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Downey Unified SCHOOL DISTRICT

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: Oct. 28, 2020

Name of Contractor: KYA Services

Signature: [signature]

Print Name: Terri Bell

Title: Director

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.: PO2W-210000000924 between the Downey Unified School District ("District") and KYA Services ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: October 28, 2020

Proper Name of Contractor: KYA Services

Signature: [signature]

Print Name: Terri Bell

Title: Director

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: PO2W-210000000924 between the Downey Unified School District ("District") and KYA Services ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: October 28 , 20 20

Proper Name of Contractor: KYA Services

Signature: Terri Bell

Print Name: Terri Bell

Title: Director

END OF DOCUMENT

Premium is subject to change based on the final contract amount

Bond No. 0788704
Premium: $8,055.00
Executed in Duplicate

Downey Unified SCHOOL DISTRICT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and KYA Services, LLC ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

PURCHASE ORDER NO. 1-1-21248
Warren High - Gym - Floor Replacement Budget RV

("Project" or "Contract") which Contract dated October 28, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Harco National Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Six Hundred Eighteen Thousand Four Hundred Sixty and 50/100

Dollars ($ 618,460.50), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly

keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 30th day of October, 20 20.

KYA Services, LLC
Principal

By Edwin Jay Director

KYA Services LLC Limited Liability 2013 SEAL Company State of California

Harco National Insurance Company
Surety

By Emilie George, Attorney-in-Fact

The Bond Exchange and Insurance Agency
Name of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691
Address of California Agent of Surety

949-461-7000
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On OCT 30 2020 (Date) before me, Robyn R. Kargari (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Emilie George (Name(s) of Signer(s))

,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Robyn R. Kargari

RRS2 ROBYN R. KARGARI COMM. # 2296844 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 13, 2023 RRS2

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 3, 2020 before me, Linda Marie Hubbard, Notary Public
(insert name and title of the officer)

personally appeared Edwin Jay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LINDA MARIE HUBBARD
Notary Public - California
Orange County
Commission # 2322080
My Comm. Expires Feb 23, 2024

POWER OF ATTORNEY

Bond # 0788704

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, P. AUSTIN NEFF, EMILIE GEORGE, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC NEW JERSEY My Comm. Exp. 04-04-2023 No. 50079910

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 30, 2020

A00964 Mullick & Moilanen Bonding & I

Irene Martins, Assistant Secretary

Bond No. 0788704
Premium included in Performance Bond
Executed in Duplicate

Downey Unified SCHOOL DISTRICT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and Kya Services, LLC, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

PURCHASE ORDER NO. 1-1-21248

Warren High - Gym - Floor Replacement Budget RV

("Project" or "Contract") which Contract dated October 28, 20 20, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Harco National Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons said statutes in the sum of Six Hundred Eighteen Thousand Four Hundred Sixty and 50/100 referred to in Dollars ($ 618,460.50), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Downey Unified
SCHOOL DISTRICT

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 30th day of October, 2020.

KYA Services, LLC
Principal

By Edwin Jay, Director

KYA Services LLC Limited Liability 2013 SEAL Company State of California

Harco National Insurance Company
Surety

By Emilie George, Attorney-in-Fact

The Bond Exchange and Insurance Agency
Name of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691
Address of California Agent of Surety

949-461-7000
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

County of Orange

On OCT 30 2020 (Date) before me, Robyn R. Kargari (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Emilie George (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Robyn R. Kargari

RRS2 ROBYN R. KARGARI COMM. # 2296844 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JULY 13, 2023 RRS2

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 3, 2020 before me, Linda Marie Hubbard, Notary Public
(insert name and title of the officer)

personally appeared Edwin Jay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LINDA MARIE HUBBARD
Notary Public - California
Orange County
Commission # 2322080
My Comm. Expires Feb 23, 2024

POWER OF ATTORNEY

Bond # 0788704

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, P. AUSTIN NEFF, EMILIE GEORGE, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 30, 2020

A00964 Mullick & Moilanen Bonding & I

Irene Martins, Assistant Secretary

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

HARCO NATIONAL INSURANCE COMPANY

702 OBERLIN ROAD
RALEIGH, NC 27605
800-342-0753

Old Company Names

Old Company Names	Effective Date
HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS	12/31/1994

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	26433
California Company ID #:	3711-9
Date Authorized in California:	09/09/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ERM Insurance Brokers Inc. 3000 W. MacArthur Blvd., Suite 120 Santa Ana CA 92704 License#: 0H79377 KYASERV-01	CONTACT NAME: Terri McClelland PHONE (A/C, No, Ext): 949-222-0444 FAX (A/C, No): 949-222-0445 E-MAIL ADDRESS: terri@erminsurance.com
INSURED KYA Services LLC 1800 E. McFadden Ave. Santa Ana CA 92705	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Ohio Casualty Ins Co — 24074 INSURER B : American Fire & Casualty Co — 24066 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1689232389 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	BLO(21)56002851	2/27/2020	2/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAA(21)56002851	2/27/2020	2/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ESA(21)56002851	2/27/2020	2/27/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is additional insured per CG8810 0413 includes waiver of subrogation, primary/non-contributory wording; project aggregate per G8870 1208; auto additional insured per AC8543068 includes waiver of subrogation; primary/non-contributory wording; 30 day notice of cancellation except 10 days for non-payment

CERTIFICATE HOLDER

Downey Unified School District
11627 Brookshire Avenue
Downey CA 90241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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IV. 25. RATIFY Service Agreement No. 202021-221 with QuickCaption, Inc. to provide Communication Access Realtime Translation (CART) services to DHH students, effective November 2, 2020 through June 30, 2021.

Supporting Documents

Service Agreement No. 202021-221 - QuickCaption, Inc. - DHH Prrogram

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

SERVICE AGREEMENT
Agreement No. 202021-221

THIS AGREEMENT made and entered into this 2nd of November, 2020 by and between QuickCaption Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $ See attached rate sheet, not to exceed $ 350,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins November 2, 2020 and will terminate on or before June 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.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	QuickCaption
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	4927 Arlington Ave.
Downey, CA 90241		Riverside, CA 92504
Contact: Debbie Black	Contact:	Antha Ward
(562)469-6521/dblack@dusd.net	Phone/email:	(951) 779-0787

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	
	Antha Ward
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Antha Ward
Print Title: Associate Superintendent Business Services	Print Title: President
Date:	Date: Nov 14, 2020

District use only below line

Account Number to be Charged 01.2-65000.0-57101-11900-5817-7435000 (10%)
01.2-65000.0-57601-11900-5817-7435000 (80%)
01.2-65000.0-57607-11900-5817-7435000 (10%)

Rebecca Piepho su / Principal
Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 11.19.2020

Signature of Program Director ONLY IF using categorical funds — Date

SCOPE OF WORK

Service provider, QuickCaption will provide the following services:

- Communication access real-time translation (CART) services.

Scope of work: Service provider will provide services to students within the regionalized area. Service may include, but not be limited to, CART services in the following settings: classroom, extracurricular activities, various meetings (i.e. IEP meeting).

Rates: All rates will follow the rate sheet provided by the service provider and approved by the district. Requests will be made with a two-hour minimum and be paid in 30 minute increments for any request longer than the two-hour minimum. Duty-free lunches, regardless of length of lunch period, will not be paid. Mileage will not be paid.

Cancellations: must be made prior to 48 hours of the pre-arranged assignment; otherwise the entire time frame of the confirmed assignment will be charged.

Invoices: All invoices shall include the following information:

- Name of the person/persons providing the service
- Description of the work performance
- Location where work was performed
- Total amount due and payable
- Contract and invoice number

Certification requirements: one of the NCRA certifications or five years consistent paid experience.

The district lead interpreter, Lisa Hunt or designee, will make all requests for service.

Signature Antha Ward Date Nov 13, 2020

RATE SHEET

4927 Arlington Avenue
Riverside, California 92504
951-779-0787 (V)
951-779-0980 (Fax)
www.QuickCaption.com

QuickCaption Proposes to Provide Remote CART Captioning Services

Lisa Hunt
Lead Sign Language Interpreter
Downey Unified School District
Downey/Montebello SELPA
9625 Van Ruiten Street, Room K1
Bellflower, CA 90706
562-869-7301 / lhunt@dusd.net

Developed and Submitted: Wednesday, October 7, 2019
Rates in effect through June 30, 2021

Firm's Name and Information:

QuickCaption, Inc.
4927 Arlington Avenue
Riverside, CA 92504
Telephone: 951-779-0787
Fax: 951-779-0980
Emergency Telephone: 951-536-0850
Email: QuickCaption@gmail.com
Website: www.QuickCaption.com
Authorized Representative: Antha A. Ward, President
Direct Email: award@quickcaption.com

Firm's Certifications, DUNS, SIC, and Federal ID

QuickCaption is a State of California Corporation, Secretary of State, corporation number 2549491
QuickCaption is a State of California Certified Small Business Enterprise (SBE Proprietary), number 30021
QuickCaption is a State of California Certified Very Small Business Enterprise (VSBE), number 30021
QuickCaption is a State of California Certified Emerging Business Enterprise (EBE), number 30021
QuickCaption is a County of Los Angeles Certified Small Business Enterprise (SBE), number 30021
QuickCaption is a County of Los Angeles Certified Woman Owned Small Business, number 82647
DUNS: 010617475; SIC: 7280
Federal Tax ID: 57-1183861

History & Experience:

QuickCaption was established in March 1999 to provide Real-Time Captioning (to later become known as CART) to students with hearing loss, and became a California corporation in September 2001. Since 1999, QuickCaption has grown significantly -- intellectually, logistically, and financially.

A timeline of its growth of services:

1999: QuickCaption established to provide onsite academic CART services to students with hearing loss
2001: QuickCaption offers remote academic and nonacademic CART
2002: QuickCaption offers verbatim transcription services
2003: QuickCaption offers media [open/closed] captioning for VHS/DV/DVD material
2004: QuickCaption offers onsite and remote Broadcast Captioning via encoder/decoder
2009: QuickCaption develops "mobile" captioning via iPads and SmartPhones
2012: QuickCaption, working with Google, develops live real-time streaming YouTube captioning
2012: QuickCaption offers onsite and remote CART Captioning Services to K12 and Unified School Districts
2013: QuickCaption offers onsite American Sign Language Interpreting Services in Southern California
2014: QuickCaption offers live Broadcast Captioning simultaneously to multiple outputs, YouTube and Facebook Live
2015: QuickCaption offers onsite and remote TypeWell Transcription Services
2016: QuickCaption offers inconspicuous and autonomous onsite CART Captioning Services via various streaming platforms such as Text on Top and JoinMe

QuickCaption is currently a California Corporation, Secretary of State Corporate Number: 2549491
QuickCaption is currently a California State Certified Small Business, number 30021
QuickCaption is currently a County of Los Angeles Certified Woman Owned Small Business, number 82647

QuickCaption currently employees 17 full-time staff members, of which an impressive 13 have been employed since 2011 or earlier, and 83 field team members.

QuickCaption's financial growth has been steady and solid. Its annual revenues have grown steadily over the past 19 years and have exhibited a 12% or greater **annual** growth since 2009. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

QuickCaption has become one of the nation's leading providers of all facets of "Captioning" as shown in its list of principle areas of current services:

- Remote and onsite CART (Communication Access Real-Time Translation) services
- Remote and onsite Live Broadcast [open/closed] Captioning services via encoder/decoder
- Postproduction Captioning services for live and/or archival webcasts
- Remote CART Captioning services for online meetings utilizing numerous platforms such as Zoom, BlackBoard, Adobe Connect, WebEx, and Google Hangouts
- Remote CART Captioning services for web-streamed events
- Remote CART Captioning services for corporate teleconferences
- Captioning and Subtitling services for prerecorded media including videotape, VHS, Beta, DV, CD, and DVD
- Post-event verbatim transcription services
- Post-event verbatim transcription services with specializations in medical, sciences, and legal

As of the end of F/Y 2019, QuickCaption currently provides contractual CART, Captioning, TypeWell, and Sign Language Interpreting services to 63 colleges and universities, 28 governmental agencies, 14 corporations, and 12 nonprofit organizations. QuickCaption provides hundreds of non-contractual additional hours monthly as well.

As of the end of F/Y 2019, QuickCaption currently utilizes 103 qualified CART Captioners, Broadcast Captioners, TypeWell Transcribers, and Sign Language Interpreters More than 80% of its CART Captioners and Broadcast Captioners have obtained one or more NCRA certifications (CRC, CRR, CSR, RDR, RMR, RPR).

Cost and Terms of Service – K12 Academic CART Captioning Services

Proposed fee for Remote K12 CART Academic Captioning Services:

- $69.00 per hour
- Two-hour minimum per class; Invoiced in 30-minute increments thereafter
- Set up / log in initiated five (5) minutes prior to each assignment, no additional charge
- Set up / log in in excess of five (5) minutes will be invoiced
- Services ordered less than 48 hours in advance incur a 10% surcharge
- No additional charge for evening or weekend assignments
- Remote CART services available 24/7/365
- Assignments 1.5 hours or more in length will be teamed with two CART Captioners. Rate is per CART Captioner per hour.
- The transcript of each assignment will be forwarded to the student/client within 24 hours of the completion of each assignment; sent via email in Word .doc format. There is an additional charge of $8.00 per hour for the transcript.
- 48-hour cancelation policy in effect. Any scheduled event canceled less than 48 hours in advance to be invoiced for scheduled time or applicable minimum.
- Prices in effect July 1, 2020 – June 30, 2021

Proposed fee for On-site K12 Academic CART Captioning:

- $77.00 per hour
- Two-hour minimum per assignment; Invoiced in 30-minute increments thereafter
- Assignments 1.5 hours or longer to be teamed; rate is per Captioner, per hour
- Services ordered less than 48 hours in advance incur a 10% surcharge
- Set up initiated 15 minutes prior to each assignment, no additional charge
- Set up in excess of 15 minutes will be invoiced
- The transcript as real-timed during the assignment is available to be forwarded to the client or its designee within 12 hours of the completion of each assignment; sent via email in Word .doc format.
- 48-hour cancelation policy in effect
- No charge for preparatory or editing time (unless previously agreed upon)

When submitting videos, or any other media, for postproduction captioning, please let us know (by email is fine) ...
A list of titles to be captioned
Approximate run time (length) of each file, if known
If numerous files, indicate the priority or request order of return (label 1, 2, 3, etc.) We will submit in order and as each is completed.

Equipment - Remote CART Captioning Services

Choice #1 – ZOOM: Remote CART Captioning Services utilizing Zoom for audio

Prior to the event, the client will be assigned remote Captioner(s). QuickCaption will provide the primary Captioner's name and the assigned Zoom Meeting Room link and Meeting ID. Additionally, QuickCaption will provide (as shown below) a URL link to access the real-time text which will be personalized to each client. There is no downloading required to receive the real-time captions. It's just a simple click of the URL link and the live captions will appear at the start of the assignment.

Equipment/Setup:

Laptop: Laptop computer with high-speed Internet access
Microphone: QuickCaption has recognized found the Revolabs xTag microphone to be one of the best choices for clear audio during remote assignments. Revolabs 02-DSKSYS-D xTag Wireless Microphone with USB Base.
NOTE: The laptop's internal microphone is not sufficient for quality captioning and MUST be turned OFF.

Connection Process:
Five to ten minutes prior to the event, the assigned primary Captioner will be available and present in the Zoom Meeting Room, as well as have the real-time text URL site activated. Upon the client's entering the Zoom Meeting Room, activate the audio settings for the Revolabs 02-DSKSYS-D xTag Wireless Microphone to designate as the audio input. Once audio has been established, the client can access the text/CART stream by going to their own designated URL link, for example: http://www.streamtext.net/text.aspx?event=DUSDK12Student#1

Choice #1 – SKYPE: Remote CART Captioning Services utilizing Skype for audio

Prior to the event, the client will be assigned remote Captioner(s). QuickCaption will provide the primary Captioner's name and their Skype Contact name. Additionally, QuickCaption will provide (as shown below) a URL link to access the real-time text which will be personalized to each client. There is no downloading required to receive the real-time captions. It's just a simple click of the URL link and the live captions will appear at the start of the assignment.

Equipment/Setup:

Laptop: Laptop computer with high-speed Internet access and www.Skype.com downloaded and installed (if Skype is the selected platform for remote audio feed. And, if so, the client will need to provide its Skype contact to QuickCaption.)
Microphone: QuickCaption has recognized found the Revolabs xTag microphone to be one of the best choices for clear audio during remote assignments. Revolabs 02-DSKSYS-D xTag Wireless Microphone with USB Base.
NOTE: The laptop's internal microphone is not sufficient for quality captioning and MUST be turned OFF.

Connection Process:
Five to ten minutes prior to the event, the assigned primary Captioner will be available via Skype, as well as have the text link activated. The client will "call" the primary Captioner via Skype to establish audio. Once audio has been established, click on the provided link to access the real-time text stream; for example:
http://www.streamtext.net/text.aspx?event= DUSDK12Student#1

Please visit our demo: http://www.streamtext.net/player/?event=quickcaption_web_demo

Key Captioning Staff

QuickCaption will provide onsite and remote CART Captioning Services as needed by MSD. QuickCaption will provide such services utilizing exceedingly qualified CART Captioners who possess one or more of the highest level of Captioning industry certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomate Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA) and/or three years paid experience. These certifications, along with experience, allow the assigned CART Captioners to readily provide captioning services at speeds of 225 words per minute with error rates of 2% or less.

QuickCaption's highly skilled, highly certified CART Captioners generate captions of the spoken word as it is being broadcasted, including punctuation and industry standard captioning symbols (music, et cetera).

QuickCaption is always cognizant to pair its CART Captioners' individual experience and expertise with its clients' genre and its specific needs and/or terminology. Once assigned, QuickCaption will work diligently to maintain the same staff member for this contract in order to maximize familiarity with terminology, acronyms, speakers' names, and local current events in order to promote increased accuracy as well as uniformity between all related events.

An applicable master (stenographic to English) dictionary will be created for each client. This master dictionary will reside electronically within QuickCaption's corporate database, to be used by any Captioners assigned to this contracted client.

The key staff to be assigned to this contract include the following:

Mayra Perez, CSR, CRR **Providing CART Captioning services for QuickCaption since May 2010.**
Ms. Perez has been providing CART Captioning since early 2010. Although highly proficient in all arenas, Ms. Perez excels in higher education mathematics. Ms. Perez is very proud of her ability to CART caption all mathematical symbols, including the infinity sign, which was the most difficult to figure out! Ms. Perez works consistently and extensively on building her vocabulary and steno dictionary and currently has over 420,000 steno entries.
Ms. Perez's current average daily accuracy is 97.6%

Kimberly Peterson, CSR, CRC **Providing CART Captioning services for QuickCaption since June 2006.**
Ms. Peterson has been providing CART Captioning since early 2005. As they are her favorite to CART Caption, Ms. Peterson excels in psychology, sociology, and philosophy terminology. Ms. Peterson has worked extensively on vocabulary and steno dictionary building over the past 14 years and currently has over 340,500 steno entries. Ms. Peterson maintains an average accuracy of 96.4%, regardless of terminology.

Josephine Ross-Mitchell, CSR, CRC **Providing CART Captioning services for QuickCaption since May 2012.**
Ms. Ross-Mitchell has been providing CART Captioning services for more than 10 years and specializes in the fields of finance, economics, statistics, and accounting. Ms. Ross-Mitchell welcomes crossword puzzles and reading as an opportunity to build her steno dictionary. Ms. Ross-Mitchell is extremely proficient at higher speeds (240+ words per minute) at an average accuracy of 97.2%!

Katie Arioli, CSR, CCP **Providing CART Captioning services for QuickCaption since July 2009.**
Ms. Arioli has been providing CART Captioning since the mid-2000s. Ms. Arioli prefers highly technical assignments in the sciences, namely higher level physics, biology, and chemistry classes. Ms. Arioli dedicates a minimum of two hours per day on vocabulary and steno dictionary building, resulting in a steno dictionary with more than 300,000 entries. Ms. Arioli's daily average accuracy is hovering 96.9%!

Jenelle Kulla, CBC, CCP, CRC **Providing CART Captioning services for QuickCaption since May 2008.**
Ms. Kulla began her CART captioning career in 1998! Ms. Kulla absolutely loves providing CART Captioning for sports and entertainment related assignments. Ms. Kulla possesses an impressive command of the English language, which has proven greatly beneficial to her chosen profession with a steno dictionary toppling 500k! Ms. Kulla maintains an ongoing average accuracy level of 99.1%, which is amazing!

Susan Shelton, CBC, CRR, RMR, M.A. **Providing CART Captioning services for QuickCaption since June 2011.**
Ms. Gamboa-Shelton proudly touts her ability to capture the spoken word at 240 words per minute with an average accuracy of 98.5% -- and has for most of her 17 years! Ms. Gamboa-Shelton has won a number of awards for her steno speed performance throughout her 18-year tenure of providing CART Captioning services.

Kristin Liska, CRR, CCR, RMR **Providing CART Captioning services for QuickCaption since November 2006.**
Ms. Liska began her college level CART Captioning career in 1996 and has averaged 45-50 hours per week of CART Captioning services for more than 18 years. Ms. Liska prefers assignments in government, humanities, and American history. Ms. Liska performs CART Captioning with a steno dictionary of more than 280,000 words and an average accuracy of 98.7%.

Sheri Smargon, CBC, CRR, RMR, M.A. **Providing CART Captioning services for QuickCaption since May 2007.**
Ms. Smargon proudly touts her ability to capture the spoken word at 240 words per minute at a 98.5% accuracy! Ms. Smargon has won a number of awards for her steno speed performance throughout her 24-year tenure of providing real-time captioning services.

Minimal Education Requirement: Each of QuickCaption's Captioners and CART providers has successfully completed a recognized stenography school/program and each possesses one or more of the highest level of certifications, the Certified Broadcast Captioner (CBC), the Certified Real-time Reporter (CRR), the Registered Professional Reporter (RPR), Registered Merit Reporter (RMR), or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA) or a minimum of three years of proficient Real-Time Captioning/CART experience.

Testing, Skills Assessment, and Hiring Qualified Providers: QuickCaption has a highly-specialized screening process with which each new real-time Captioner applicant must complete. Prior to hiring, QuickCaption reviews the submission of a Certified Captioner's written, unedited ASCII files of specific assignments – regardless of that candidate's captioning experience – to evaluate a candidate's stenotype speed, accuracy, theory, and writing style. This screening process helps QuickCaption determine whether the candidate has the necessary steno theory, speed skills, and real-time dictionary to successfully caption at the level of accuracy QuickCaption requires, before an interview is ever granted – regardless of type of certification. For every four real-time Captioner candidates who apply to QuickCaption, only one candidate makes it to the hiring stage. After hire, QuickCaption requires the new team member visit QuickCaption's offices to engage in an intensive one-on-one orientation to familiarize themselves with QuickCaption's approach, methodology, and SOPs.

Following the orientation, the new team member meets with QuickCaption's Manager of Real-time Captioning to review specific needs to meet QuickCaption's highest standards. Depending upon the team member's general knowledge and past captioning experience, this meeting can last 30 minutes to two hours. Following this meeting, the newest of QuickCaption's team members begins their captioning journey, being assigned to one of more than 400 weekly assignments. QuickCaption assigns each successful Captioner/CART provider an appropriate level based on knowledge, skills, abilities, and experience. Captioner Level I, Captioner Level II, Captioner Level III, Captioner Level IV, and Captioner Level V. The five levels are based on ascribed criteria such as, but not limited to, steno speed, number of steno dictionary entries, accuracy percentage, years of experience, certification(s), Deaf culture, and stamina.

Number of Current Qualified Providers: As of F/Y 2019, QuickCaption utilizes 103 qualified CART providers, of which more than 80% hold one or more NCRA certifications (CBC, CCP, CRR, CSR RDR, RMR, RPR). It maintains an emergency staff as well which allows each client to receive quality real-time captioning/CART with virtually no event going without coverage.

Training/Continuing Education Program: QuickCaption offers compensated bi-monthly eight-hour training sessions on the third Saturday of odd numbered months. The training sessions are held in-person at QuickCaption's offices in Riverside, California and are delivered via web stream as well. Each managerial staff member, administrative staff member, auxiliary support staff member, and CART provider is required to attend one training session each calendar quarter. The sessions are administered by two QuickCaption staff members, both highly experienced and highly certified, as well as guest speakers.

The curriculum for each training session includes the following:

- policies and procedures review
- speed building
- dictionary building
- equipment review
- didactic testing and review
- technical support review
- resource review
- deaf culture review
- cultural awareness
- confidentiality
- Q&A session

Additionally, within this training, QuickCaption ensures that all managerial staff, administrative staff, auxiliary support staff, and all Captioners and CART providers...

- have an awareness of and sensitivity to each client's needs and possess a general knowledge about hearing loss and a general understanding of preferred communication modes and beneficial accommodations.
- preserve the client's confidentiality (unless otherwise ordered by a court of law), to respect their right to privacy, and to not disclose information without their consent.
- have an extensive vocabulary and be familiar with terminology in many different settings, be able to spell words which are not in their specific computer dictionary, maintain a high level of skills, and be able to use and troubleshoot the computer software used to provide CART services.
- refrain from commenting, interjecting, advising, or in any way becoming involved in the assignment outside the role of communication access. Exceptions may occur with CART consumer permission.
- respect each client's seating decisions, screen readability decisions such as foreground and background colors, font style and size, in conjunction with the CART provider's needs such as electrical outlets and safety.
- are prompt, respectful of others, and conduct themselves in a professional manner at all time.

School Districts / K12 / Academic CART Captioning Client References

Following is a sampling of K12 / Unified School District clients for whom QuickCaption is the current vendor in providing Remote and/or onsite CART Captioning Services. Please feel free to contact any of the below-referenced with regards to QuickCaption's abilities, professionalism, and commitment in providing services.

Antioch Unified School District
Attn: Ruth Rubalcava, PsyD
Senior Director, Special Education
925-779-7500 ex 53500 /
RuthRubalcava@antioch.k12.ca.us
510 G Street
Antioch, CA 94509
Dates of Services: 2/18 – Present
Provide Onsite CART Captioning Services

Brea Olinda Unified School District
Attn: Jeanine Leech, Administrative Director
Special Education & Student Support Services
714-990-7820 / jleech@bousd.us
1 Civic Center Circle, Level 2
Brea, CA 92821
Dates of Services: 9/18 – Present
Provide Onsite and Remote CART Captioning Services

Carlsbad Unified School District
Attn: Kathy Nichols, Program Specialist
760-331-5073 / knichols@carlsbadusd.net
Special Education
6225 El Camino Real
Carlsbad, CA 92009
Dates of Services: 6/18 – Present
Provide Onsite and Remote CART Captioning

Del Norte Unified School District
Attn: Brooke Davis, Director of Special Education
707-464-0725 / bdavis@delnorte.k12.ca.us
Attn: Alisha Beers, Speech Pathologist / Case Worker
707-954-1833 / abeers@delnorte.k12.ca.us
301 W. Washington Blvd.
Crescent City, CA 95531
Dates of Services: 9/20 – Present
Provide Remote CART Captioning Services

Fremont Union High School District
Attn: Nancy Sullivan, Director
408-522-2285 / nancy_sullivan@fuhsd.org
Educational & Special Services
589 West Fremont Avenue
Sunnyvale, CA 94087
Dates of Services: 10/13 – Present
Provide Remote CART Captioning Services

Ocean View School District
Sarah Karlsson, Department Secretary
Educational & Special Services
714-847-2551 x 1317 / SKarlsson@ovsd.org
17200 Pinehurst Lane
Huntington Beach, CA 92647
Dates of Services: 2/18 – Present
Provide Onsite CART Captioning Services

Placentia-Yorba Linda Unified School District
Attn: Georgia Danenhauer, Administrative Assistant
714-985-8694 / Gdanenhauer@pylusd.org
717 E. Yorba Linda Blvd.
Placentia CA 92870
Dates of Services: 8/17 – Present
Provide Remote CART Captioning Services

Riverside Unified School District
Attn: Lawanna Stewart-Barnes,
Program Specialist, SELPA
951-352-1200 x83005 /
Lstewart-barnes@rusd.K12.c.us
5700 Arlington Avenue
Riverside, CA 92504
Dates of Services: 4/17 – Present
Provide Onsite CART Captioning Services

Related Miscellaneous Information:

Customer Service – Citizen Satisfaction: QuickCaption's growth has been steady and solid. Its annual revenues have continued to grow steadily over the past 21 years. Its steady positive growth is a clear indication of client satisfaction and its ability to handle such a substantial contract.

QuickCaption feels it's best qualified for this project due to its ability to provide high quality, professional captioning services as demonstrated by numerous testimonials received from clients over the years. QuickCaption's clients have acknowledged and express appreciation of QuickCaption's staff's attention to detail, its Captioners' level of accuracy, its courteous and professional client service, and its commitment to the deaf and hard of hearing communities.

Invoicing: Invoices are fully itemized, including date of invoice, date of completion of work, purchase order and contract number, itemization of all applicable charges, and net amount due. Invoices are produced monthly for all completed assignments within that month, and emailed following the close of each month. Invoices are NET30 unless otherwise agreed and contracted.

Transcript: The captioned transcript is available following the completion of each live event at an additional fee of $8.00 per transcript.

Commencement of Services: QuickCaption is prepared to commence services immediately.

Foreign Language Services: Although not requested in this specific inquiry, QuickCaption is able to provide remote real-time captioning services in Spanish and post-production services in virtually every language. Please note that each language has different perimeters and different associated costs thereby requiring its own quote.

Quality Assurance and Program Evaluation: Real time captioning follows an exacting quality and testing procedure, which leads all real time Captioners to receive a quality score. The Target Accuracy Score (TAR) measures real time captioning accuracy and quality, including hard errors (spelling mistakes and misstrokes) and soft errors (punctuation and grammar).

QuickCaption performs readability scores, measures and evaluates the readability, effectiveness, missed words and improper punctuation for an event. QuickCaption's accuracy score for academic CART is 95%. To establish a proof of error rate or score, accuracy is calculated using the following formula:

$$100 \text{ Minus } \frac{\text{Total Errors} \times 100}{\text{Total Words Written}} = \text{Accuracy \%}$$

QuickCaption's **Competitive Advantage** is notable. Its attributes include, but are not limited to the following.

- Serves a large client base with large numbers of weekly/monthly hours without fail and with documented satisfaction
  - Demonstrates reliability
  - Demonstrates ability to maintain qualified and certified personnel
  - Demonstrates ability to provide personal attention
  - Demonstrates impressive attention to detail
- Nationally known
  - Currently provides Real Time Captioning services nationwide
  - Regularly attends industry trade shows nationwide
  - Regularly attends industry conferences and trainings nationwide
- Approved Captioning vendor for DCMP, funded by the US Department of Education
- Utilizes a large percentage of licensed, certified Captioners
- Family owned
  - Validates commitment to industry
  - Platform for desire to provide personalized attention
  - Promotes reliability & accountability
  - Carefully monitored overhead ensures competitive pricing
- Certified Small Business, Certified Woman Owned
- Vice President / CTO has severe hearing loss
  - Acute awareness of the needs of Persons with Hearing Loss
- Strong community connection
  - President, Antha A. Ward, is a Mayoral-appointed Commissioner for the Riverside Commission on Disabilities
  - President, Antha A. Ward, has been a Board Member and Treasurer for the Riverside Model Deaf Community Committee since 2003
  - Delivers 10-15 pro bono assignments per year
- Industry specific Quality Assurance Process
- Custom designed Complaint Procedure and Policy
- Full Service Agency offering value added services
  - video captioning, web stream captioning, broadcast captioning, commencement/graduation captioning
- Offers foreign language real time and post production captioning services
- 24/7 Administrative and Technical Support Services – guaranteed
- Quantity discounts
- Specialized comprehensive screening and hiring process
- Offers compensated bi-monthly training sessions to all Captioners, staff and contractors
- Abides by "No tolerance" drug policy
- In addition to an impressive large pool of Independent Contractors, currently has full-time in-house licensed staff Captioners, only agency in the State of California to do so

Summary:

QuickCaption is a nationally known, full service captioning and CART company, which has been providing outstanding quality services to its clients and persons with hearing loss for **20 years as of March 15, 2019!!** It is one of a handful of nationwide full-service captioning agencies to have provided such services for 15 or more years. QuickCaption is an approved captioning vendor for the Described and Captioning Media Program (DCMP). Funded by the United States Department of Education, the DCMP evaluates and certifies captioning companies on a national level. QuickCaption is proud to have met the strict requirements of this program.

QuickCaption currently provides contractual CART and Captioning Services to a large number of public entities, more than 60 colleges and universities and 30 governmental agencies. QuickCaption provides hundreds of non-contractual additional hours monthly as well. QuickCaption performs satisfactory or greater to the terms and conditions of all current contracted awards. QuickCaption has never received any discrepancies, issues, or complaints concerning its performance.

QuickCaption guarantees its provision of reliable, professional Communication Access Real-Time Translation (CART) services on an as-needed basis for persons with hearing loss for academic classes (lectures, labs, discussions, seminars, meetings), general employee meetings, technical events, equipment/instrument training, legal/law enforcement meetings, and City sponsored public meetings/events.

In doing so, QuickCaption guarantees such services utilizing exceedingly qualified CART Providers who possess one or more of the highest level of certifications: the Registered Professional Reporter (RPR), the Registered Merit Reporter (RMR), the Registered Diplomate Reporter (RDR), the Certified Real-time Reporter (CRR), the Certified Realtime Captioner (CRC), and/or the Certified Shorthand Reporter (CSR), each awarded by the National Court Reporters Association (NCRA), each awarded by the National Court Reporters Association (NCRA) and/or a minimum of three years of CART experience, dependent on client's requirements and/or level of assignment. These certifications and/or experience allow the Captioners to readily provide captioning services at speeds of 225 words per minute with error rates of 5% or less.

QuickCaption is a family-owned, certified small business which allows it to provide personal attention to each and every client. As QuickCaption's Vice President and Chief Technical Officer, Dan Bishop, has experienced severe hearing loss for the past 14 years, it's this familiarity which results in the organization being acutely aware of the needs of the Deaf/Hard of Hearing communities, especially with regard to accuracy and proficiency in CART and Captioning services.

QuickCaption's President, Antha A. Ward, is a Mayoral-appointed Commissioner for the Riverside Commission with Disabilities, a Board Member and Treasurer for the Riverside Model Deaf Community Committee (under the auspices of the Honorable Mayor Rusty Bailey), and presented with the "Spirit of the Entrepreneur" Award in 2006, which was highlighted with an *Entrepreneur Magazine* mention. QuickCaption performs numerous pro bono assignments throughout each year, primarily for nonprofit organizations and/or local deaf service agencies. It's this consistent and enthusiastic involvement to the Deaf and Hard of Hearing communities that exemplifies QuickCaption's dedication. And that dedication is applied to every detail of the organization.

QuickCaption feels it's best qualified for this project due to its ability to provide high quality, reliable, professional CART Captioning services on a regular, ongoing basis, as demonstrated by numerous testimonials received from clients over the years. Attached for your perusal and reference are a number of letters of recommendation from QuickCaption's clients who acknowledge and express their appreciation of QuickCaption's staff's attention to detail, its CART providers' level of accuracy, its courteous and professional client service, and its commitment to the deaf and hard of hearing communities.

IV. 26. RATIFY Agreement for Construction Services No. 202021-222 with KYA Services, LLC, Santa Ana, to provide and install new flooring in Buildings A South, B South, C North, C South, D North, D South, E North, E South, F North and F South at Stauffer Middle School, in the amount of $349,172.63, to be charged to Measure O Bond Funds.

Supporting Documents

Agreement for Construction Services No. 202021-222 - KYA Services LLC - Classrooms Flooring a...

Downey Unified
SCHOOL DISTRICT

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER 202021-222

PURCHASE ORDER NUMBER _____

THIS CONTRACT is made and entered into this 2 day of November, 2020, by and between Kya Services, LLC ("Contractor") and Downey Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of: Three Hundred Forty Nine Thousand One Hundred Seventy Two and 63/100 Dollars ($ 349,172.63) ("Contract Price"), the following services ("Services" or "Work"):

   Flooring for White Classrooms and Grey Classrooms at Stauffer Middle School

2. Contractor shall perform the Work at Stauffer Middle School
   Located at 11985 Old River School Road, Downey CA 90242
   ("Site"). The Project is the scope of Work performed at the Site.

3. Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by December 4, 2020 ("Completion Date").

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of : Three Hundred Dollars ($ 300.00) per day for each and every calendar day ofdelay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Downey Unified
SCHOOL DISTRICT

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ Notice to Bidders	✓ Asbestos & Other Hazardous Materials Certification
____ Instructions to Bidders	✓ Lead-Product(s) Certification
____ Bid Form and Proposal	____ Roofing Project Certification
____ Bid Bond	✓ Registered Subcontractor List
✓ Noncollusion Declaration	✓ Insurance Certificates and Endorsements
____ Iran Contracting Act Certification	✓ Performance Bond
✓ Designated Subcontractors List	✓ Payment Bond
✓ Notice to Proceed	____ Specifications
✓ Prevailing Wage Certification	____ Plans
✓ Workers' Compensation Certification	✓ Exhibit "A" ("Scope of Work")
✓ Criminal Background Investigation / Fingerprinting Certification	____ _____ [Other]
✓ Drug-Free Workplace Certification	____ _____ [Other]
✓ Tobacco-Free Environment Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payment (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The Design Professional In General Responsible Charge for the Project is LPA Architects ("Architect"), the construction manager on the Project is Alan Kong ("Construction Manager"), and the project inspector on the Project is Vince Madsen, Director ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Vince Madsen, Director of the Facilities Department of the District.

Downey Unified
SCHOOL DISTRICT

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Downey Unified School District
ATTN: **Darren Purseglove**
[ADDRESS] **11627 Brookshire Avenue**
Downey, CA 90241
[FAX] **(562) 469-6536**
[EMAIL] **dpurseglove@dusd.net**

Contractor

Name: Kya Services, LLC
ATTN: Michelle Fox
[ADDRESS] 1800 E. McFadden Ave. Santa Ana, CA
[FAX] (714) 586-5526
[EMAIL] michelle.fox@thekyagroup.com
Contracts@theKYAgroup.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20___

Downey Unified School District

Signature: _____

Print Name: **Christina Aragon**

Print Title: **Associate Superintendent**

Address: **11627 Brookshire Avenue**
Downey CA, 90241

Telephone: **(562) 469-6533**

Facsimile: **(562) 469-6536**

E-Mail: **djimenez@dusd.net**

Dated: November 3, 2020

Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Print Title: Director

License No.: 984827

Registration No.: 1000003379

Address: 1800 E McFadden Ave Santa Ana, CA

Telephone: (949) 416-6714

Facsimile: (714) 586-5526

E-Mail: contracts@thekyagroup.com

Downey Unified
SCHOOL DISTRICT

Information regarding Contractor:

Type of Business Entity:
_____ Individual
_____ Sole Proprietorship
_____ Partnership
_____ Limited Partnership
__✓__ Corporation, State: Cali fo rn ia
__✓__ Limited Liability Company
_____ Other: _____

46-2267568 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

Home CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 984827

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 11/5/2020 2:34:01 PM

Business Information

KYA SERVICES LLC
1800 E MCFADDEN AVENUE
SANTA ANA, CA 92705
Business Phone Number:(714) 659-6476

Entity Ltd Liability
Issue Date 06/27/2013
Expire Date 06/30/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- C15 - FLOORING AND FLOOR COVERING
- B - GENERAL BUILDING CONTRACTOR
- C-61 / D12 - SYNTHETIC PRODUCTS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.
Bond Number: 115947
Bond Amount: $15,000
Effective Date: 07/01/2020
Contractor's Bond History

LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with INTERNATIONAL FIDELITY INSURANCE COMPANY.
Bond Number: 0528848
Bond Amount: $100,000
Effective Date: 07/20/2016
LLC Employee/Worker Bond History

Bond of Qualifying Individual

- This license filed Bond of Qualifying Individual number **0788692** for DAVID RAY SANLORENZO in the amount of **$12,500** with HARCO NATIONAL INSURANCE COMPANY.
  Effective Date: 10/12/2020
- This license filed Bond of Qualifying Individual number **0728354** for EDUARDO JAVIER PEREZ in the amount of **$12,500** with INTERNATIONAL FIDELITY INSURANCE COMPANY.
  Effective Date: 09/07/2017

Workers' Compensation

Policy Number:C68746942
Effective Date: 10/01/2020
Expire Date: 10/01/2021
Workers' Compensation History

Liability Insurance Information

This license has liability insurance with OHIO SECURITY INSURANCE COMPANY
Policy Number: BLOS6002851
Amount: $2,000,000
Effective Date: 02/27/2020
Expiration Date: 02/27/2021
Liability Insurance History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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Downey Unified
SCHOOL DISTRICT

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

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

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to

bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. **TRENCH SHORING:** If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

15. **EXCAVATIONS OVER FOUR FEET**: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.

18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

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

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, 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 District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.

22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the

right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

27. **INDEMNIFICATION:**

27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

29. **CONTRACTOR'S INSURANCE:**

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance, Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

29.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

29.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.

33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 - 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

34.1 **Registration**: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

34.2 **Registered Subcontractor List**: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

34.3 **Certified Payroll Records**: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at

http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

34.4 **Labor Compliance**: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

37. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services

performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

48. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Downey Unified
SCHOOL DISTRICT

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Downey Unified
SCHOOL DISTRICT

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

Downey Unified
SCHOOL DISTRICT

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

KYA SERVICES LLC

PREPARED FOR

Vince Madsen

Downey USD

7472410403

vmadsen@dusd.net

10/29/2020

Stauffer MS -(White) Classrooms BLDG A & B & (Grey) Classrooms BLDG D,E,F - Flooring vz3

Proposal Number 1-1-21967

Labor: 17-18-101

Contact

Michelle Fox

1800 E. McFadden Ave.

Santa Ana, CA

949-416-6714

michelle.fox@thekyagroup.com

Pages 6

CA LICENSE #984827 B + C15

SCOPE OF WORK - PRICING

Stauffer MS -(White) Classrooms BLDG A & B & (Grey) Classrooms BLDG D,E,F - Flooring vz3	Quantity	U/M	Price	Value
FM.5 LVT Guardian (3 Colors) -Panzer, Sentinel ,locust	38,412.00	SF	$3.85	$147,886.20T
FM.18 Wallbase - 4" Color TBDD	5,200.00	EA	$2.00	$10,400.00T
FL.23 Floor Prep	90.00	HRS	$90.00	$8,100.00
FL.82 Skim Coat	38,412.00	SF	$1.00	$38,412.00
FL.27 Apply LVT	38,412.00	SF	$3.00	$115,236.00
FL. 54 4" Wall Base Application	5,200.00	LF	$1.25	$6,500.00
FL. 52 Moisture Test	38,412.00	SF	$0.06	$2,304.72
Bonding Fee	1.00	EA	$4,505.09	$4,505.09
Sales Tax	1.00	EA	$15,828.62	$15,828.62
	Total Price			$349,172.63

Initials _____

This is a legal agreement - please read carefully

KYA SERVICES

Proposal: 1-1-21967
To: Downey USD
11627 Brookshire Ave
Downey
California
90241

c/o: Downey USD
RA: Michelle Fox
RA Phone: 949-416-6714
RA Email: michelle.fox@thekyagroup.com
Site: Stauffer Middle
Address: 11985 Old River School Rd.,
90242

Date: October 29, 2020
Terms: Net 30
Labor: 17-18-101

Site Qualifications and General Scope of Work

Priced per Covina Valley JPA

Walk off mats excluded** existing Geo tiles to remain

Stauffer school
Bldg A South: 28 (Classroom 1), 28A, 30 (Classroom 3) **
Bldg B South: 11, 11A, 12
Bldg C North: 24, 25, 25A, 26, 26A
Bldg C South: 21, 21A, 22, 22A, 23, 23
Bldg D North: 37, 38, 39
Bldg D South: 33, 34, 35, 36
Bldg E North: 45, 46, 47, 48
Bldg E South: 41, 42, 43, 44
Bldg F North: 55, 56, 57
Bldg F South: 51, 52, 53, 54

70% Panzer – 323
20% Sentinel – 324
10% Locust – 328

Furniture Removal & Replacement Excluded**
Demo Excluded**apply over VCT

Notes: Sales tax rate will be based upon the shipping address. Price is good for 60 days from date of quote. Unless otherwise stated, delivery times are 6-8 weeks upon receipt of approved PO. Minimum order 25 - 65 syds depending on color.

Initials _____

This is a legal agreement - please read carefully

12/9 - 12/10
12/9 - 12/10
12/11 - 12/14
12/14 - 12/15
12/15 - 12/16
12/16 - 12/17
12/17 - 12/18
12/21 - 12/22
12/23

*Rooms 51-54
*Rooms 55-57
*Rooms 41-44
*Rooms 45-48
*Rooms 31-34
*Rooms 35-37
Construction Zone building
Construction Zone building
*Rooms 11-12
*Rooms 14-15
*Rooms 1-3

CONDITIONS AND WARRANTY

1) Proposal:
The above proposal is valid for 60 days from the date first set forth above. After 60 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

2) Purchase:
By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work"sections in this agreement, above.

3) Standard Exclusions:
Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

4) Insurance Requirements:
Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

5) Payment;
Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1522 Brookhollow Dr. Suite 3 Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments , the Company may suspend the fulfilment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

6) Lien Releases:
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:
Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

8) Manufacturing and Delivery:
Manufacturing lead-time from Company's receipt of the "Purchase Order" is approximately 2 to 8 weeks or as otherwise noted.

Initials _____

KYA SERVICES LLC

9) Returned Product, Deposits and/ or Cancelled Order:
From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:
"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.
Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:
During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty; Limitations of Liability:
Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.
COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:
To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:
The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

15) Force Majeure: Impracticability:
The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:
Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement; No Reliance:
This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:
This agreements creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:
This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:
Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company: KYA Services LLC

Accepted by:

Signature:		Signature:	Michelle Fox
By: (Print)		By: (Print)	Michelle Fox
Title:		Title:	Regional Advisor
Date:		Date:	October 29, 2020

Initials _____

Downey Unified
SCHOOL DISTRICT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the Director (Title) of Kya Services, LLC (Bidder Name),
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 3rd day of November, 2020 at Santa Ana, CA (City, State).

Proper Name of Bidder: Kya Services, LLC

Signature: [signature]

Print Name: Edwin Jay

Title: Director

Downey Unified
SCHOOL DISTRICT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: November 3, 2020

Proper Name of Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Title: Director

Downey Unified
SCHOOL DISTRICT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: November 3, 2020

Proper Name of Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Title: Director

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2328401

DATE (MM/DD/YYYY): 10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS:
INSURED KYA SERVICES, LLC 1800 E MCFADDEN AVE SANTA ANA, CA 92705-4708	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Ace American Insurance Co. — 22667 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		C68746942	10/01/2020	10/01/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DOWNEY UNIFIED SCHOOL DISTRICT
11627 BROOKSHIRE AVENUE
DOWNEY, CA 90241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Downey Unified
SCHOOL DISTRICT

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

PURCHASE ORDER NO.: _____ between the Downey Unified School District ("District") and Kya Services, LLC ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

Downey Unified
SCHOOL DISTRICT

☐ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

☒ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: November 2, 2020

District Representative's Name and Title: Vince Madsen, Senior Director

District Representative's Signature: _____

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: November 3 , 2020

Proper Name of Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Title: Director

Downey Unified
SCHOOL DISTRICT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

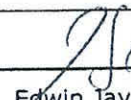
Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: November 3, 2020

Name of Contractor: Kya Services, LLC

Signature: 

Print Name: Edwin Jay

Title: Director

Downey Unified
SCHOOL DISTRICT

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1).** Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: November 3 , 2020

Name of Contractor: Kya Services, LLC

Signature:

Print Name: Edwin Jay

Title: Director

Downey Unified
SCHOOL DISTRICT

ROOFING PROJECT CERTIFICATION N/A

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than $21,000 ("roofing project") and submitted to the District when the award is made.

Certification of: ☐ Contractor ☐ Materials Manufacturer
☐ Vendor ☐ Other _____

I, _____ [Name], _____ [Name of Firm], certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____ [Name], _____ [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [Name], _____ [Name of Firm], have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roofing project contract (provide Name and Address of Building, and Contract Date and Number):

_____

_____

_____

_____

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq*. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____, 20

Name of Firm: N/A

Signature: _____

Print Name: _____

Title: _____

Downey Unified
SCHOOL DISTRICT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PURCHASE ORDER: _____

Date Submitted (for Updates): November 3, 2020

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: B.R. & Co.
DIR Registration #: 1000007231
Portion of Work: Flooring Installation

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Downey Unified
SCHOOL DISTRICT

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Subcontractor Name: _____
DIR Registration #: _____
Portion of Work: _____

Date: November 3, 2020

Name of Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Title: Director

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO.: _____ between the Downey Unified School District ("District") and Kya Services, LLC ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

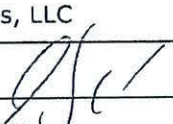
I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: November 3, 2020

Proper Name of Contractor: Kya Services, LLC

Signature: 

Print Name: Edwin Jay

Title: Director

END OF DOCUMENT

Downey Unified
SCHOOL DISTRICT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: _____ between the Downey Unified School District ("District") and Kya Services, LLC ("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: November 3, 2020

Proper Name of Contractor: Kya Services, LLC

Signature: _____

Print Name: Edwin Jay

Title: Director

END OF DOCUMENT

Bond No. 0788710
Premium included in Performance Bond
Executed in Duplicate

Downey Unified SCHOOL DISTRICT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and KYA Services, LLC, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

PURCHASE ORDER NO. 1-1-21967

Flooring for White Classrooms and Grey Classrooms at Stauffer Middle School

("Project" or "Contract") which Contract dated November 2, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and Harco National Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons said statutes in the sum of Three Hundred Forty Nine Thousand One Hundred Seventy Two and 63/100 referred to in Dollars ($ 349,172.63), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Downey Unified
SCHOOL DISTRICT

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 2nd day of November, 2020.

KYA Services, LLC
Principal

By Edwin Jay, Director

KYA Services LLC Limited Liability Company 2013 SEAL State of California

Harco National Insurance Company
Surety

By Irene Luong, Attorney-in-Fact

The Bond Exchange and Insurance Agency
Name of California Agent of Surety

24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691
Address of California Agent of Surety

949-461-7000
Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On NOV 0 2 2020 (Date) before me, Robyn R. Kargari (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Irene Luong (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Robyn R. Kargari

ROBYN R. KARGARI
COMM. # 2296844
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JULY 13, 2023

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 3, 2020 before me, Linda Marie Hubbard, Notary Public
(insert name and title of the officer)

personally appeared Edwin Jay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LINDA MARIE HUBBARD
Notary Public - California
Orange County
Commission # 2322080
My Comm. Expires Feb 23, 2024

POWER OF ATTORNEY

Bond # 0788710

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, P. AUSTIN NEFF, EMILIE GEORGE, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC My Comm. Exp. 04-04-2023 No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 02, 2020

A00964 Mullick & Moilanen Bonding & I

Irene Martins, Assistant Secretary

Premium is subject to change based on the final contract amount

Bond No. 0788710
Premium: $4,777.00
Executed in Duplicate

Downey Unified
SCHOOL DISTRICT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and KYA Services, LLC ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

PURCHASE ORDER NO. 1-1-21967
Flooring for White Classrooms and Grey Classrooms at Stauffer Middle School

("Project" or "Contract") which Contract dated November 2, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Harco National Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Three Hundred Forty Nine Thousand One Hundred Seventy Two and 63/100

Dollars ($ 349,172.63), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly

keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 2nd day of November, 2020.

KYA Services, LLC	Harco National Insurance Company
Principal	Surety
By Edwin Jay, Director	By Irene Luong, Attorney-in-Fact
	The Bond Exchange and Insurance Agency
	Name of California Agent of Surety
	24800 Chrisanta Drive, Suite 160, Mission Viejo, CA 92691
	Address of California Agent of Surety
	949-461-7000
	Telephone No. of California Agent of Surety

KYA Services LLC Limited Liability 2013 SEAL Company State of California

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On NOV 02 2020 (Date) before me, Robyn R. Kargari (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Irene Luong (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Robyn R. Kargari

ROBYN R. KARGARI
COMM. # 2296844
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JULY 13, 2023

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 3, 2020 before me, Linda Marie Hubbard, Notary Public
(insert name and title of the officer)

personally appeared Edwin Jay,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

LINDA MARIE HUBBARD
Notary Public - California
Orange County
Commission # 2322080
My Comm. Expires Feb 23, 2024

POWER OF ATTORNEY

Bond # 0788710

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

STEPHANIE HOANG, P. AUSTIN NEFF, EMILIE GEORGE, IRENE LUONG, JAMES W. MOILANEN, YUNG T. MULLICK

Mission Viejo, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1964 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2019 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. April 4, 2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, November 02, 2020

A00964 Mullick & Moilanen Bonding & I

Irene Martins, Assistant Secretary

№ 6046

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Harco National Insurance Company

of Rolling Meadows, Illinois *, organized under the laws of* Illinois *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 31st *day of* December, 19 94, *I have hereunto set my hand and caused my official seal to be affixed this* 3rd *day of* January, 19 95.

John Garamendi
Insurance Commissioner

By Victoria S. Sidbury
Deputy

NOTICE . . .
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

FORM CB-3

CALIFORNIA
DEPARTMENT OF INSURANCE

Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information

Financial Statements PDF's
- Annual Statements
- Quarterly Statements

Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

HARCO NATIONAL INSURANCE COMPANY

702 OBERLIN ROAD
RALEIGH, NC 27605
800-342-0753

Old Company Names	Effective Date
HARCO NATIONAL INSURANCE COMPANY OF ILLINOIS	12/31/1994

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	26433
California Company ID #:	3711-9
Date Authorized in California:	09/09/1994
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	ILLINOIS

back to top

NAIC Group List

NAIC Group #: 0225 IAT Reins Co Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT
AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
CREDIT
FIRE
LIABILITY
MARINE
MISCELLANEOUS
PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Terri McClelland	
ERM Insurance Brokers Inc. 3000 W. MacArthur Blvd., Suite 120 Santa Ana CA 92704	PHONE (A/C, No, Ext): 949-222-0444	FAX (A/C, No): 949-222-0445
License#: 0H79377 KYASERV-01	E-MAIL ADDRESS: terri@erminsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Ohio Casualty Ins Co	24074
INSURER B : American Fire & Casualty Co	24066
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
KYA Services LLC
1800 E. McFadden Ave.
Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** 1689232389 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	BLO(21)56002851	2/27/2020	2/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAA(21)56002851	2/27/2020	2/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			ESA(21)56002851	2/27/2020	2/27/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured per CG8810 0413 includes waiver of subrogation, primary/non-contributory wording; project aggregate per G8870 1208; auto additional insured per AC8543068 includes waiver of subrogation; primary/non-contributory wording; 30 day notice of cancellation except 10 days for non-payment

CERTIFICATE HOLDER

Downey Unified School District
11627 Brookshire Avenue
Downey CA 90241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IV. 28. RATIFY Agreement No. 202021-225 with Qualtrics to provide a contract tracing software platform and related training services from November 30, 2020 through June 30, 2022.

Supporting Documents

Agreement No. 202021-225 - Qualtrics - Contact Tracing Software - J. Harris

qualtrics.XM

Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("**Qualtrics**")	Downey Unified School District Po Box 7017 Downey, CA 90241 United States ("**Customer**")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "**Agreement**"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit - Professional Services Exhibit	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		

To be completed by Customer			
Regional Data Center:	US	Purchase Order Number (if any):	To be determined
Email Address for Invoice Submission:	jharris@dusd.net	Shipping Address:	11627 Brookshire Avenue Downey, CA 90241
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Po Box 7017 Attn: Downey Unified School District | Downey USD Downey CA United States 90241

Qualtrics	**Customer**
By (signature):	By (signature):
Name:	Name: Christina Aragon
Title:	Title: Associate Superintendent, Business Services
Date:	Date: December 8, 2020
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

qualtrics.XM

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**").
2. **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.
    1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
    2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
    3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
    4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

qualtrics.XM

Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
30-Nov-2020	30-Jun-2022	19

Cloud Service Details

Year	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
1	Cloud Professional	$68,483.00 $1,500.00	Effective Date	Net 30	Q-1354782
Total		**USD** **$69,983.00**			

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.

qualtrics.XM

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.XM

Order Form

YEAR 1
Q-1354782

CLOUD SERVICE

EmployeeXM for Internal Support

EmployeeXM for Internal Support Core : 1000

Actions
Communication & Chat Integration
Customer Support/Help Desk Integrations
Dashboards
Directory
Expert Content : 3
In-App Feedback
Included Projects : 3
SMS Integration
Surveys & Distribution
Text IQ
Ticketing/Closed-Loop
Website Feedback

SSO
Developer Tools
SMS Text Reserve
SMS Text Reserve : up to 50000

PROFESSIONAL SERVICES

EX Custom Implementation
Subject to a separate contract between Customer and such partner, Qualtrics partner Ugam Solutions - GLOBAL will deliver and invoice EmployeeXM for Internal Support EX Custom Implementation Services.

qualtrics.XM

Order Form

Standard SSO Configuration
Qualtrics to deliver EmployeeXM for Internal Support SSO Standard Implementation Services.



This Ugam SOW is entered between **Ugam Solutions Inc.** a company having its place of business at **300 East, 59th Street, # 1902, New York, NY 10022, USA** (Delivery Team) and Downey Unified School District | Downey USD a company/LLC having its place of business at as of this 11/4/2020 3:23:13 PM.

Qualtrics LLC has developed a series of proprietary computer software programs that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (the *Software*). Qualtrics provides its clients access to the Software as end users via an application service provider (ASP) model, in which Qualtrics uses, operates, and makes available the applicable software, network, systems, and other technologies in order to provide the certain services to clients via the Internet and a web browser. Qualtrics utilizes the services of third party hosting facilities which are attested SSAE-16 SOC I Type II.

For all purposes of this SOW, the term 'Services' shall mean and refer to the services to be provided by Ugam relating to implementation of the Qualtrics Software and the scope of such Services are specified hereinafter in detail in Schedule 1.

Therefore, (i) Customer desires to utilize the Services, and Ugam desires to provide the Services to Customer and (ii) Customer agrees to not reverse engineer or tamper with the security of the Software.

Schedule 1 set forth the certain specific Services, which Ugam will provide to Customer, the time during which Ugam will provide such Services, and the fees payable to Ugam by Customer therefor. The fees/ rates as agreed between the Parties shall be exclusive of any Sales Tax, Value Added Tax (VAT) or Goods and Services Tax (GST) or any other taxes levied by any other name on the service being offered, wherever applicable. Customer will not be liable for any taxes that Ugam fails to invoice. This SOW is not an invoice.

Payment Terms -
30 days following invoice by wire transfer only and wire transfer charges to be borne by the Customer. Ugam shall raise invoice on the signing of this SOW.
Customer is responsible for all applicable taxes on the fees and charges paid by Customer, including, without limitation, any and all sales, use, and value-added taxes but not any taxes imposed on Ugam's income.

Professional Services Exhibit: SSO Configuration

Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion.

1. **Definitions**
   a. "Delivery Team" refers to the SET of resources assigned for fulfillment of project scope. "Project" refers to the SSO Configuration to be provided under this Professional Services Exhibit.
   b. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located, unless otherwise agreed to in writing during the Project.

2. **Project Scope**
   a. Inclusions
      i. SSO (Single Sign-On) Configuration
   b. Assumptions
      i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

3. **Responsibilities**
   a. Delivery Team Responsibilities
      i. Provide documentation, specifications, and requirements for SSO set-up.
      ii. Conduct Q&A session with Customer and Customer IT/SSO team to identify any potential roadblocks, including a non-standard SSO system.
      iii. Configure a test brand to validate SSO setup.
      iv. Provide configuration details for the test brand and a login URL for setup validation.
      v. Provide support in troubleshooting any errors that arise in the test instance.
      vi. Test the SSO setup within a test brand before transferring to the live brand.
      vii. After successful testing of the configuration, provide configuration details to the Customer for the live brand, then transfer the configuration to the live brand.
   b. Customer Responsibilities
      i. Provide key configuration details of SSO system as requested by Qualtrics, dependent on the type of SSO connection.
      ii. If customer SSO can support it, ensure SSO is set up to pass any user attributes required for dashboard permissioning.
      iii. Ensure that a user in the Customer's IdP can successfully login to the Qualtrics platform using their SSO credentials.
      iv. Manages User Acceptance Testing ("UAT") process and any special testing requirements.

4. **Governance**
   a. Delivery Team will reach out to Customer after completion of request survey within the timeline specified in request survey to schedule a Project kickoff call or coordinate via email. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones.
   b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.
   c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

5. **Acceptance Criteria**

a. Once SSO Configuration is completed and the Delivery Team provides notification for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).

b. SSO Configuration will be reviewed and signed off according to the following process:

   i. Delivery Team will provide configuration details to the Customer for the live brand and transfer the configuration to the live brand at least 5 business days prior to the Deliverable completion date.

   ii. Customer will sign off or report any issues within 5 business days of submission.

   iii. The Delivery Team will correct reported issues within a mutually agreed time frame.

   iv. Customer will provide written feedback and raise issues related to the reworked portion within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.

   v. Customer will provide final review and signoff within 2 business days.

   vi. SSO Configuration will be considered accepted if the Customer does not provide written notification of SSO Configuration rejection within the timelines specified above.

6. Third Party Vendors and Products

a. Customer remains responsible for their own vendors and third parties providing services related hereto.

b. Qualtrics is not responsible for third party products obtained by Customer.

7. Change Orders

a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.

b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

8. Payments and Fees

Item	Invoice Date	Price (USD)
Standard SSO Configuration		$1,500.00
Total:		$1,500.00

SIGNATURE PAGE

Downey Unified School District | Downey USD	**Ugam Solutions Inc.**
Name: Christina Aragon Associate Superintendent, Business Services	Name:
Email: caragon@dusd.net	Email:
Signature:	Signature:
Date: December 8, 2020	Date:

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/terms-of-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 subject to this amendment. Revised June 24, 2020 **********

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.

Feedback

(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.

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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**

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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.

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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, 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.

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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).

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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:

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(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

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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.

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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).

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• 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. Measures:

• 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.

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1.9 **Data Integrity Control.** Personal Data will remain intact, complete and current during processing activities. Measures: 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
28(2), 28(3) (d) and 28 (4)	6	SUBPROCESSORS
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.

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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 sub-processor 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.

Clause 2

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.

Clause 4

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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;
b. 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;
c. 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).

Clause 5

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;
c. 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;

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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.

Clause 6

Liability

1. 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.

Clause 7

Mediation and jurisdiction

1. 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.
2. 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).

Clause 9

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

1. 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

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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 sub-processor 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.

Clause 12

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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IV. 29. RATIFY Service Agreement No. 202021-226 with Sierra Madra Learning Center, dba TOTAL Programs LLC, to provide an independent educational evaluation of a DUSD student from November 17, 2020 through June 30, 2021.

Supporting Documents

Service Agreement No. 202021-226 - Sierra Madre Learning Center dba TOTAL Program - Spec Ed

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

SERVICE AGREEMENT
Agreement No. 202021-226

THIS AGREEMENT made and entered into this 17 of November, 2020 by and between Sierra Madre Learning Center/TOTAL Program, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Independent Educational Evaluation for Student #708739. Student will be accompanied at all times by parent during the evaluation process & includes virtual participation in an IEP Meeting (1-Hour Max)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $5000.00, not to exceed $5000.00 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 11/17/2020 and will terminate on or before 06/30/2021 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.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT

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

SERVICE PROVIDER

Name: Sierra Madre Learning Center
Dept.: DBA: TOTAL Programs LLC
Address: 370 West Sierra Madre Blvd #B
Sierra Madre CA 91024
Contact: Barbara Roberts 626-355-5160
Phone/email: barbararoberts@totalprograms.org

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Signature

Print Name: _____

Print Title: _____

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

11-17-2020
Signature of Site Administrator — Date

Signature of Program Director ONLY IF using categorical funds — Date

Signature: Patricia Sandoval (Nov 17, 2020 16:15 PST)

Email: pgonzalezsandoval@dusd.net

Signature: Wayne Shannon (Nov 17, 2020 16:20 PST)

Email: wshannon@dusd.net

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	Name:	Sierra Madre Learning Center
Business Services	Dept.:	DBA: TOTAL Programs LLC
11627 Brookshire Ave.	Address:	370 West Sierra Madre Blvd #B
Downey, CA 90241		Sierra Madre CA 91024
Contact: Debbie Black	Contact:	Barbara Roberts 626-355-5160
(562)469-6521/dblack@dusd.net	Phone/email:	barbararoberts@totalprograms.org

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	
Signature	*Signature*
Print Name: Christina Aragon	Print Name:
Print Title: Associate Superintendent Business Services	Print Title:
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

Patricia Sandoval (Nov 17, 2020 16:15 PST) 11-17-2020

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date



Sean Surfas Ph.D BCBA-D LEP#2346.
Sierra Madre Learning Center/T.O.T.A.L. Programs LLC
Sierra Madre, Ca 91024
626-355-5160
email :seansurfas@totalprograms.org

Current rates: $295.00 per hour or see below for per Psychoeducational or Behavioral report rates.

The following are average times spent on psychoeducational and behavioral assessments: Assessments include: Interviews with significant others; observation; psychometrics; research.

Psychoeducational assessment: $5250-3500 (IEE: Initial vs. triennial Assessment0.

Functional Behavior Assessment/Analysis: $2500-4500

Combination Psychoeducation report and Functional Assessment/Analysis Reports: $6500

Educational and Behavioral Consultation with District (Including IEP meetings/Travel: $295.00 per hour or $ 1100.00 per day)

One:One Applied Behavior Analysis Assistant (BID): $55 per hour
Supervision of ABA Asst: $125.00 per hour

Workshops: $ 800 per 1/2 day-1200.00 per full day
Topics: Autism; Functional Analysis of Behavior: Cognitive Behavioral Therapy for Children with Autism; Classroom Interventions for Severely Handicapped and Emotionally Disturbed Students; Teaching strategies for the ADHD/Tourette's Student; Teaching Strategies for the Learning Handicapped Student; Teaching Strategies for the Autistic/Aspergers Student; IEP Development and Implementation; Stress Reduction and Organization; Counseling and Assessment Techniques; Parent Training (Certified P.R.I.C.E. Parent Trainer); Social Skill training; visual methods of Instruction; Applied Behavioral Modification and Management. Mindfulness and Anxiety reduction Other topics as requested

IV. 32. RATIFY Service Agreement No. 202021-229 with Collins Company to provide and install a wind screen at Warren High School from November 10, 2020 though December 10, 2020.

Supporting Documents

Service Agreement No. 202021-229 - Collins Co. Warren HS - R. Heicke

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

SERVICE AGREEMENT
Agreement No. 202021-229

THIS AGREEMENT made and entered into this 10th of November, 2020 by and between Collins Company, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   Collins Company is to provide and install wind screen on the fencing around the outdoor patio adjacent to the Warren High School cafeteria

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $3,387.00, not to exceed $3,387.00 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 11/10/20 and will terminate on or before 12/10/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits**. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Collins Company
Business Services	Dept.:	Contractors License: 715532
11627 Brookshire Ave.	Address:	5470 Daniels Street
Downey, CA 90241		Chino, CA 91710
Contact: Debbie Black	Contact:	Jim Settles
(562)469-6521/dblack@dusd.net	Phone/email:	800-222-4348/jimsettles@msn.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	Collins Comapany
	Parker Collins Digitally signed by Parker Collins Date: 2020.11.10 10:53:58 -08'00'
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Parker Collins
Print Title: Associate Superintendent Business Services	Print Title: COO
Date:	Date: 11/10/2020

District use only below line

Account Number to be Charged 01.0-00000.0-00000-27000-4400-4261500

Russ Heicke, Assistant Principal

Name and Title of Site Administrator-Please print

Russ Heicke Digitally signed by Russ Heicke Date: 2020.11.10 11:25:59 -08'00' 11/10/20

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

QUOTATION

Date: 10/30/20

Collins Company
5470 Daniels Street
Chino, CA 91710
Phone: (800) 222-4348
Fax: (909) 548-6908
Contractors License: 715532

Name: Warren High School **Job: various windscreen**
Contact: Russ Heicke
Address:
Phone: rheicke@dusd.net

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	All windscreen to be 80% navy blue vinyl coated polyester (VCP) Or Solid vinyl		
	Teachers lounge patio		
	Solid Navy blue vinyl windscreen		
	92 x 9 screwed into wrought iron and with two logos		**$2127**
	Yard with pipes		
	62 x 8		
	Solid navy vinyl		**$1260**
	[redacted]	[redacted]	
	All prices include al material, labor to install with Prevailing Wage, and tax		

Fabrication of this order will be scheduled as soon as we receive confirmation of the proposal and payment terms are agreed upon. **PRICES DO NOT INCLUDE PREVAILING WAGE UNLESS OTHERWISE STATED.** Prices are based on job information provided by the customer and are conditional pending review of the job-site. Collins Company reserves the right to adjust pricing based on actual on-site observations. This quote is valid for 30 days.

SUBTL	
TAX	
S & H	
TOTAL	**$3387.00**

Prepared by: Jim Settles

Accepted by: _____ **Date:** 11/6/20

IV. 33. RATIFY Agreement for Independent Consultant Services No. 202021-230 with Ms. Jenette Reneau to serve as a lecturer for first aid/CPR re-certification for District clerical office staff from November 1, 2020 through March 1, 2021.

Supporting Documents

Agreement for Independent Consultant Services No. 202021-230- Jenette Reneau - Class HR

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-230

This AGREEMENT is made and entered into this 2nd day of November 2020,

between the Downey Unified School District ("DISTRICT") and

Jenette Reneau, ("CONSULTANT"), to provide services

under the direction of:

BethAnn Arko, Director, Classified H.R., Classified H.R.

(Printed 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).*

Lecturer for First Aid/CPR re-certification

2. **LOCATION OF PERFORMANCE/SERVICE**: Downey Adult School Cafeteria

3. **PERIOD OF AGREEMENT**
This Agreement is effective November 1, 2020 and will be completed by March 1, 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 **must** 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.

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of $ 65.00 per Employee not to exceed a total of $ 2,275.00. 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. Professional Liability Insurance in an amount not less than $1,000,000 per claim and $1,000,000 aggregate.

b. *General Liability Insurance 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.*

(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.

Jenette Reneau
Consultant Name

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

November 1, 2020
Date

Downey Unified School District

Christina Aragon
Associate Superintendent

November 4, 2020
Date

Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6520

District use only below line

Account Number to be Charged: 01.0 00000.0 00000 74000 5804 7577770

BethAnn Arko
Print Name and Title of Site Administrator

11/19/2020
Date

Bethann Arko
Signature of Site Administrator

If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.

Signature of Program Director

Date

Financial Services (verify acct. #)

Clerical Office Staff First Aid/CPR

November 4, 2020

1. Aguilar, Guadalupe	Rio Hondo, BICA
2. Alexander, Laura	Williams, SOM
3. Andrade, Rosey	Gauldin, SOM
4. Baldelomar, Herberth	Gallatin, BICA
5. Bedolla Avila, Samantha	Sussman, ATTRC
6. Beltran Laura, Mayra	Stauffer, ATTRC
7. De Anda, Diana,	Old River, SOM
8. Diaz, Dianna	Stauffer, BICA
9. Fernandez, Davina	Griffiths, ATTRC
10. Frontela, Martha Pat	Rio Hondo, BICA
11. Garcia, Adriana	Rio San Gabriel, SOM
12. Garcia, Irene	Doty, BICA
13. Jimenez, Annette	Rio San Gabriel, BICA
14. Marquez, Griselda	Williams, BICA
15. Martin Del Campo, Ana	Stauffer, ATTRC
16. Monarrez, Mabel	Price, BICA
17. Perez-Mendoza, Jessica	Ward, BICA
18. Rico, Cynthia	Doty, SOM
19. Rodriguez, Regina	Imperial, SOM
20. Salceda, Maria	Price, BICA
21. Sanchez, Alondra	Sussman, ATTRC
22. Smith, Christian	Gauldin, ICA
23. Trejo, Patty	Sussman, BICA
24. Valdez, Martha	Columbus, ATTRC
25. Wilder, Dania	Price, SOM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED Jenette Reneau 377 Avenida Castilla Laguna Woods CA 92637	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hiscox Insurance Company Inc — 10200 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			UDC-4612782-CGL-20	09/25/2020	09/25/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ~	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ S/T Gen. Agg. $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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IV. 36. APPROVE addendum to statement of work under the master consulting services agreement dated June 3, 2015 with American Fidelity Administrative Services, LLC.

Supporting Documents

scan0393

ADDENDUM TO
STATEMENT OF WORK
UNDER THE MASTER CONSULTING SERVICES AGREEMENT
DATED 6-3-2015 BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT AND
AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

PROJECT: California State Reporting for Minimum Essential Coverage Information Reporting

BACKGROUND: The State of California (the "State" or "California") requires its residents to obtain minimum essential health coverage and is requiring employers or plan sponsors to submit documentation to allow the State to verify enrollment information. Currently, existing IRS Forms 1094/5-B and 1094/5-C (the "IRS Forms") contain the information California needs to verify enrollment, and for 2020 California is willing to accept the IRS Forms, to be filed electronically through California's Franchise Tax Board (FTB). Through Consultant's Reporting Service, Client has created the IRS Forms and has requested Consultant's assistance to file the Forms electronically with the State.

ADDITIONAL PROVISIONS:

1. Consultant Services and Deliverables. The following is added to Section C of Client's Statement of Work for Employer Reporting, or the Statement of Work for Tracking and Reporting Services (as applicable), as the last paragraph thereof:

   Client hereby authorizes Consultant to access the State of California's FTB File Exchange System on Client's behalf in order to file the IRS Forms for Client. Client shall provide Consultant assistance as necessary to provide Consultant access to the FTB File Exchange System. Consultant shall file the IRS Forms prepared by Client with the State. Consultant is not able to warranty this service, and must disclaim all liability under this Addendum, whatever the legal theory of any claim.

2. Fees. The following is added as the last paragraph of the section entitled "Fees."

   State Reporting Fees. Client shall pay Consultant $1,000.00 for filing each year of IRS Forms with the State.

MISCELLANEOUS. This Addendum is subject to the other terms of the applicable Statement of Work and the Master Services Agreement. This Addendum may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Addendum by either party tendered by facsimile or other reliable electronic delivery shall be binding as if they were originals. This Addendum shall be governed by the laws of the State of Oklahoma without regard to its conflict of laws provisions.

AGREED THIS 8th day of December 2020:

DOWNEY UNIFIED SCHOOL DISTRICT

Sign: _____
Name: Christina Aragon
Title: Associate Superintendent, Business Services

AMERICAN FIDELITY ADMINISTRATIVE SERVICES, LLC

By: _____
Name: Che Yi
Title: Chief Administrative Officer

IV. 37. APPROVE the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $200,436.61, to be charged to the Measure O Bond Funds.

Supporting Documents

scan0394

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: PURCHASE OF CLASSROOM AND OFFICE FURNITURE FOR SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board authorization is requested to approve the purchase of classroom and office furniture items for Sussman Middle School as a part of the school modernization program from Office & Ergonomic Solutions, Inc., Rancho Cucamonga.

Items to be purchased include teacher desks and chairs, student chairs and tables, worktables, conference tables, stools, band chairs, guest chairs, work tables, technology workstations and library furniture items for the school library/media center.

All items to be purchased are from a previously Board-approved piggyback bid from the Hemet Unified School District, Bid #FAC 2020-08, which was accepted and approved for District use by the Board of Education at the meeting of November 10, 2020.

The total dollar amount for all items to be supplied is $200,436.61.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $200,436.61, to be charged to the Measure O Bond Fund.

IV. 38. APPROVE the purchase of classroom and office furniture for the Griffiths Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $169,482.43, to be charged to the Measure O Bond Funds.

Supporting Documents

scan0395

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: PURCHASE OF CLASSROOM AND OFFICE FURNITURE FOR GRIFFITHS MIDDLE SCHOOL

ACTION ITEM

Board authorization is requested to approve the purchase of classroom and office furniture items for Griffiths Middle School as a part of the school modernization program from Office & Ergonomic Solutions, Inc., Rancho Cucamonga.

Items to be purchased include teacher desks and chairs, student chairs and tables, worktables, conference tables, stools, band chairs, and office desks and files for school psychologists and speech therapists.

All items to be purchased are from a previously Board-approved piggyback bid from the Hemet Unified School District, Bid #FAC 2020-08, which was accepted and approved for District use by the Board of Education at the meeting of November 10, 2020.

The total dollar amount for all items to be supplied is $169,482.43.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the purchase of classroom and office furniture for the Griffiths Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $169,482.43, to be charged to the Measure O Bond Fund.

IV. 39. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-1640101-22 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of $200,000.00, 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 fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.

Supporting Documents

scan0396

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 CONTRACTS FOR GASOLINE AND DIESEL FUEL

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback contract for the purchase of gasoline and diesel fuel, which was awarded to Falcon Fuels, Inc., by the County of Los Angeles.

This contract will allow the Downey Unified School District to be able to take advantage of consistent gasoline fuel prices without having to go through the process of advertised bidding for items that have already been determined to meet District needs.

The County of Los Angeles has extended the above referenced contract through April 30, 2021.

Fuel purchased referencing these contracts will be used for all diesel and gasoline-powered District vehicles.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-1640101-22 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of $200,000.00, 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 fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.

IV. 40. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Notable, Inc. dba Kami, Walnut, in the anticipated annual amount of $17,444.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents

scan0397

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 STUDENT DATA PRIVACY AGREEMENT - PIGGYBACK

ACTION ITEM

Board of Education authorization is requested to accept and approve the use of a piggyback student data privacy agreement by and between the Oak Grove School District and Notable, dba Kami, Walnut, for the use of online document annotation software for student and teacher use.

The use of this agreement, which has been awarded by the Oak Grove School District, will allow the District to take advantage of negotiated pricing for the above referenced services without having to go through the lengthy and costly process of formal advertised bidding.

The current agreement is valid through March 4, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Notable, Inc. dba Kami, Walnut, in the anticipated annual amount of $17,444.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Oak Grove School District

AND

Provider:

Notable Inc (d.b.a. Kami)

Date:

03/05/2020

This California Student Data Privacy Agreement ("DPA") is entered into by and between the **Oak Grove School District** (hereinafter referred to as "LEA") and Notable Inc (d.b.a. Kami) (hereinafter referred to as "Provider") on 03/05/2020 . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided.** The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A"

hereto: Kami is an online document annotation application for classroom use

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing

functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill

the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

    a. **Partial Disposal During Term of Service Agreement**. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

    b. **Complete Disposal Upon Termination of Service Agreement**. Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any

identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach**. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

    a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

    b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

        i. The name and contact information of the reporting LEA subject to this section.

        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

        iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.

        iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.

        v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

    c. At LEA's discretion, the security breach notification may also include any of the following:

        i. Information about what the agency has done to protect individuals whose information has been breached.

        ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

    d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

    e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law

for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data.

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

   a. **Designated Representatives**
   The designated representative for the LEA for this Agreement is:

Name: **Najeeb Qasimi**
Title: **The Director of IT**
Contact Information:
6578 Santa Teresa Blvd
San Jose, CA 95119
(408) 227-8300
The designated representative for the Provider for this Agreement is:
Name: Bob Drummond
Title: CRO
Contact Information:
bob@kamiapp.com

b. **Notification of Acceptance of General Offer of Terms**. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.
The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:
Name: Bob Drummond
Title: CRO
Contact Information:
privacy@kamiapp.com

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or

enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority**. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Notable Inc (d.b.a. Kami)

BY: Bob Drummond Date: 03/05/2020

Printed Name: Bob Drummond Title/Position: CRO

Local Education Agency:

BY: Najeeb Qasimi Date: 03/06/2020

Printed Name: Najeeb Qasimi Title/Position: Director

EXHIBIT "A"

DESCRIPTION OF SERVICES

Kami - Online document annotation application - available as a web app and a Chrome extension.

Students and Teachers can create a Kami account by logging in with either their Google account (SSO) or their email address and password. This information is stored on Kami's servers for authentication purposes. No Email correspondence is sent to users who register as students. No other personal data is required to use Kami.
Users can load PDF documents in Kami, and annotate them, add comments, also convert other documents to PDF, add blank pages, split and merge documents.
Documents can be saved to Google Drive or downloaded to the user's device.
Kami provides integration with the most popular LMSs - Google Classroom, Schoology and Canvas.
Meta data on user interactions with the application, and network data such as IP addresses, are stored on Kami servers for troubleshooting, performance optimisation and usage analysis.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data-Please specify:	X
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum program	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	X
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/performance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data -Please specify:	
Other	Please list on the next page each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
* Provider shall immediately notify LEA if this designation is no longer applicable.

Other: Use this box, if more space is needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of

instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

_____ directs Notable Inc (d.b.a. Kami) to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	____ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	____ As soon as commercially practicable _____By (Insert Date) _____

_____ _____

Authorized Representative of LEA Date

_____ _____

Verification of Disposition of Data by Authorized Representative of Provider Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. **Offer of Terms**

Provider offers the same privacy protections found in this DPA between it and **Oak Grove School District** and which is dated 03/05/2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Notable Inc (d.b.a. Kami)

BY: Bob Drummond Date: 03/05/2020

Printed Name:Bob Drummond Title/Position: CRO

2. **Subscribing LEA**

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____ Date: 11/20/2020

Printed Name: Christina Aragon Title/Position: Associate Superintendent, Business Services

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Bob Drummond

Title: C.R.O

Email Address: bob@kamiapp.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

IV. 41. APPROVE Change Order #32 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the decreased amount of $35,785.00, to be credited to Measure O Bond Funds.

Supporting Documents

scan0398

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: STAUFFER MIDDLE SCHOOL MODERNIZATION

ACTION ITEM

Board of Education approval is requested for Change Order #32 to Bid #16/17-11 for the modernization of Stauffer Middle School, which received Board approval to award on June 6, 2017.

The above change reflects an overall decrease to the final value of the contract due to last minute changes, additions, and/or deletions to the project.

The decrease associated with the above changes is $35,785.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #32 to Bid #16/17-11, Stauffer Middle School Modernization, with Angeles Contractor, Inc., City of Industry, in the decreased amount of $35,785.00, to be credited to Measure O Bond Funds.

IV. 42. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools - Gauldin Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $1,400.00 to be credited to the Deferred Maintenance Funds.

Supporting Documents

scan0399

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 SAN GABRIEL, RIO HONDO, GAULDIN, LEWIS, AND OLD RIVER ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #19/20-08 for exterior painting at Gauldin Elementary School, which received Board approval to award on April 21, 2020.

The above change reflects a decrease to the contract due to an unused contract allowance.

The decrease associated with the above changes is $1,400.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools – Gauldin Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $1,400.00 to be credited to the Deferred Maintenance Fund.

IV. 43. APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools - Lewis Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $3,100.00 to be credited to the Deferred Maintenance Funds.

Supporting Documents

scan0400

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 SAN GABRIEL, RIO HONDO, GAULDIN, LEWIS, AND OLD RIVER ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Bid #19/20-08 for exterior painting at Lewis Elementary School, which received Board approval to award on April 21, 2020.

The above change reflects a decrease to the contract due to an unused contract allowance.

The decrease associated with the above changes is $3,100.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Bid #19/20-08, Exterior Painting at Five Elementary Schools – Lewis Elementary School, with Polychrome Construction, Inc., Northridge, in the decreased amount of $3,100.00 to be credited to the Deferred Maintenance Fund.

IV. 44. ACCEPT as complete the exterior painting of Gauldin Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $155,500.00, 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

scan0401

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 GAULDIN ELEMENTARY SCHOOL

ACTION ITEM

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

This project was previously declared complete at the meeting of October 6, 2020, but a credit was applied to the project after the Board accepted the project as complete, thereby changing the final completion amount. A corrected Notice of Completion form will also be filed with the Los Angeles County Registrar-Recorders' Office.

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 Gauldin Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $155,500.00, 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.

IV. 45. ACCEPT as complete the exterior painting of Lewis Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $73,800.00, 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

scan0405

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 LEWIS ELEMENTARY SCHOOL

ACTION ITEM

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

This project was previously declared complete at the meeting of October 6, 2020, but a credit was applied to the project after the Board accepted the project as complete, thereby changing the final completion amount. A corrected Notice of Completion form will also be filed with the Los Angeles County Registrar-Recorders' Office.

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 Lewis Elementary School, against Bid #19/20-08, with Polychrome Construction, Inc., Northridge, in the corrected final amount of $73,800.00, 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.

IV. 46. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-131 for tree trimming services at Ward Elementary School with V&E Tree Service, Inc., in the final amount of $15,000.00, 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

scan0406

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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. 202021-131 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. 202021-131 for tree trimming services at Ward Elementary School with V&E Tree Service, Inc., in the final amount of $15,000.00, 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.

IV. 48. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-195, construction of a water barrier wall next to Building A at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $12,460.50, 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.

Supporting Documents

scan0407

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: CONSTRUCTION OF WATER BARRIER WALL AT STAUFFER MIDDLE SCHOOL, BUILDING A

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-195 for the construction of a water barrier wall next to Building A at Stauffer Middle School, which received ratification at the meeting of November 10, 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. 202021-195, construction of a water barrier wall next to Building A at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $12,460.50, 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.

IV. 49. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-196, construction of a new center landscape planter and synthetic turf at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $29,707.59, 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.

Supporting Documents

scan0408

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: CENTER LANDSCAPE PLANTER AND SYNTHETIC TURF AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-196 for the construction of a new center landscape planter and synthetic turf at Stauffer Middle School, which received ratification at the meeting of November 10, 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. 202021-196, construction of a new center landscape Planter and synthetic turf at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of $29,707.59, 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.

IV. 50. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-191 for topping and trimming an overhanging juniper tree by the turn-around at Unsworth Elementary School, with George's Tree & Landscaping Service, Downey, 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.

Supporting Documents

scan0418

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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 SERVICES AT UNSWORTH ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-206 for topping and trimming a juniper tree that was hanging over a fence by the turn-around at Unsworth Elementary School, which was approved at the meeting of November 10, 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. 202021-206 for topping and trimming an overhanging juniper tree by the turn-around at Unsworth Elementary School, with George's Tree & Landscaping Service, Downey, 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.

IV. 51. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-206 for seismic valve removal and replacement outside of the gymnasium building at Columbus High School, with MBS Engineering, Inc., San Ramon, in the final amount of $9,837.60, 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

scan0410

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: SEISMIC VALVE REMOVAL AND REPLACEMENT AT COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-206 for seismic valve removal and replacement outside of the gymnasium building (H63) at Columbus High School, which was approved at the meeting of November 10, 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. 202021-206 for seismic valve removal and replacement outside of the gymnasium building at Columbus High School, with MBS Engineering, Inc., San Ramon, in the final amount of $9,837.60, 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.

IV. 52. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-207, to install District-supplied carpeting in Room 10 at Gauldin Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $1,200.00, 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

scan0411

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: CARPET INSTALLATION AT GAULDIN ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-207 to install District-supplied carpeting in room 10 at Gauldin Elementary School, which received approval at the meeting of November 10, 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. 202021-207, to install District-supplied carpeting in room 10 at Gauldin Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $1,200.00, 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.

IV. 53. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-305, for the purchase and installation of a new bottle filler at Stauffer Middle School, with Craig Warren, Inc., dba Sandalwood Construction, Cerritos, in the final amount of $2,240.00, 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

scan0412

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: December 8, 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: PURCHASE AND INSTALLATION OF NEW BOTTLE FILLER AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 201920-305 for the purchase and installation of a new bottle filler at Stauffer Middle School, which received ratification at the meeting of May 19, 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. 201920-305, for the purchase and installation of a new bottle filler at Stauffer Middle School, with Craig Warren, Inc., dba Sandalwood Construction, Cerritos, in the final amount of $2,240.00, 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.

IV. 54. APPROVE the December 2020 budget transfers and adjustments for the 2020-21 fiscal year.

Supporting Documents

scan0413

Downey Unified School District

Business Services

DATE: December 8, 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: 2020-21 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District's operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds' ending balances as follows:

01.0 - General Fund Unrestricted	$10,672,648.00
01.0 - General Fund Restricted	(867,864.00)
01.1 - SELPA Administrative Unit Fund Restricted	00.00
01.2 - SELPA Programs Fund Restricted	441,458.00
10.0 - SELPA Pass Through Fund Restricted	00.00
11.0 - Adult Education Fund Unrestricted	(139,922.00)
11.0 - Adult Education Fund Restricted	13,158.00
13.0 - Cafeteria Fund Unrestricted	(120,000.00)
13.0 - Cafeteria Fund Restricted	(5,526,854.00)
21.0 - Building Fund Restricted	(2,295,654.00)
40.2 - Special Reserve Fund Technology Unrestricted	(23,140.00)
67.1 - Self-Insurance Workers' Comp. Fund Unrestricted	796.00

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the December 2020 budget transfers and adjustments for the 2020-21 fiscal year.

Los Angeles County Office of Education

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Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA811-01U	01.0	
FISCAL YEAR	FUND NAME		
20-21	GENERAL FUND	☑ UNRESTRICTED	☐ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099	see attached		$ 6,774,591.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			(160,002.00)
4. Other Local Revenue	8600-8799			210,992.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			479,183.00
	8. Total Revenues/Other Financing Sources			$ 7,304,764.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ (854,073.00)
2. Classified Personnel Salaries	2000-2999		97,562.00
3. Employee Benefits	3000-3999		(2,930,759.00)
4. Books and Supplies	4000-4999		325,441.00
5. Services and Other Operating Expenditures	5000-5999		217,477.00
6. Capital Outlay	6000-6999		(50,232.00)
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		(173,300.00)
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ (3,367,884.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ 10,672,648.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		10,672,648.00
	Total Unassigned/Unappropriated Amounts		10,672,648.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 10,672,648.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON
Michael Martinez	(562) 469-6621	mimartinez@dusd.net

DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

Los Angeles County
Office of Education

Division of Business Advisory Services
9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1
K-12/ROPs/JPAs

District (Unit) Number	GL Journal ID Number	Fund Number
64451	811-01U	01.0
Fund Name	Unrestricted / Restricted (Circle One)	
General	Unrestricted	

Date of Summary	Name of School District
December 8, 2020	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099	8011, 8012	00000, 02000, 04000, 14000
2. Federal	8100-8299		
3. State	8300-8599	8560	11000
4. Local	8600-8799	8699	00000
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999	8980	00000, 07230, 07240

Los Angeles County Office of Education

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Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA812-01R	01.0	
FISCAL YEAR	FUND NAME		
20-21	GENERAL FUND	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099	see attached		$ 0.00
2. Federal Revenue	8100-8299			22,184,736.00
3. Other State Revenue	8300-8599			231,041.00
4. Other Local Revenue	8600-8799			(686,001.00)
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			(479,183.00)
	8. Total Revenues/Other Financing Sources			$ 21,250,593.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 727,460.00
2. Classified Personnel Salaries	2000-2999		114,419.00
3. Employee Benefits	3000-3999		(440,849.00)
4. Books and Supplies	4000-4999		11,938,972.00
5. Services and Other Operating Expenditures	5000-5999		9,261,609.00
6. Capital Outlay	6000-6999		88,838.00
7. Tuition	7100-7199		240,749.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		187,259.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 22,118,457.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (867,864.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(867,864.00)
	Total Unassigned/Unappropriated Amounts		(867,864.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (867,864.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

Los Angeles County
Office of Education

Division of Business Advisory Services
9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1
K-12/ROPs/JPAs

District (Unit) Number	GL Journal ID Number	Fund Number
64451	**BA812-01R**	**01.0**
Fund Name	Unrestricted / Restricted (Circle One)	
General	**Restricted**	

Date of Summary	Name of School District
December 8, 2020	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8182, 8290	30100, 30102, 31820, 32100, 32200, 33450, 33950, 40350
3. State	8300-8599	8560, 8590	60100, 63000, 63880, 65200
4. Local	8600-8799	8677, 8699, 8792	65000, 65003, 92004, 92005, 92006, 92007, 92008, 92011, 92019, 92020, 92021, 92022
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999	8980	65000

Los Angeles County Office of Education

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Budget Adjustment Summary K-12/ROPs/JPAs

Submit one (1) certified original of this form.

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA813-01R	01.1	
FISCAL YEAR	FUND NAME		
20-21	SELPA ADMINISTRATIVE UNIT	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299	8182	33850, 33950	15,828.00
3. Other State Revenue	8300-8599	8311	65003	458,200.00
4. Other Local Revenue	8600-8799	8792	65000	28,875.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ 502,903.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 1,356.00
2. Classified Personnel Salaries	2000-2999		2,124.00
3. Employee Benefits	3000-3999		12,869.00
4. Books and Supplies	4000-4999		486,554.00
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 502,903.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/Unappropriated Amounts		0.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

Los Angeles County Office of Education

Serving Students • Supporting Communities • Leading Educators

Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA814-01R	01.2	
FISCAL YEAR	FUND NAME		
20-21	SELPA PROGRAMS	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799	8677	65000	30,595.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ 30,595.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ (400,719.00)
2. Classified Personnel Salaries	2000-2999		94,593.00
3. Employee Benefits	3000-3999		(56,387.00)
4. Books and Supplies	4000-4999		(48,350.00)
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ (410,863.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ 441,458.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		441,458.00
	Total Unassigned/Unappropriated Amounts		441,458.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 441,458.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

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Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

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

Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA815-10R	10.0	
FISCAL YEAR	FUND NAME		
20-21	SELPA PASS THROUGH	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099	see attached		$ 0.00
2. Federal Revenue	8100-8299			(4,994,509.00)
3. Other State Revenue	8300-8599			(10,732,494.00)
4. Other Local Revenue	8600-8799			0.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ (15,727,003.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		(15,727,003.00)
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ (15,727,003.00)

C. Subtotal A8 - B13 [This amount will increase (Decrease) Ending Fund Balance]	$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/Unappropriated Amounts		0.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 0.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

Los Angeles County
Office of Education

Division of Business Advisory Services
9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1
K-12/ROPs/JPAs

District (Unit) Number	GL Journal ID Number	Fund Number
64451	**BA815-10R**	**10.0**
Fund Name	Unrestricted / Restricted (Circle One)	
SELPA Pass Through	**Restricted**	

Date of Summary	Name of School District
December 8, 2020	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8287	33100, 33110, 33150, 33270, 33450, 33850, 33950
3. State	8300-8599	8311, 8587	65000, 65003, 65100, 65120
4. Local	8600-8799		
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999		

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

Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA816-11U	11.0	
FISCAL YEAR	FUND NAME		
20-21	ADULT EDUCATION FUND	☑ UNRESTRICTED	☐ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799	8671, 8699	00000, 06390	(74,300.00)
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ (74,300.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 28,906.00
2. Classified Personnel Salaries	2000-2999		36,661.00
3. Employee Benefits	3000-3999		68,810.00
4. Books and Supplies	4000-4999		(108,592.00)
5. Services and Other Operating Expenditures	5000-5999		16,789.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		23,048.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 65,622.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (139,922.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(139,922.00)
	Total Unassigned/Unappropriated Amounts		(139,922.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (139,922.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

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Los Angeles County
Superintendent

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

Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA817-11R	11.0	
FISCAL YEAR	FUND NAME		
20-21	ADULT EDUCATION FUND	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099	see attached		$ 0.00
2. Federal Revenue	8100-8299			707,611.00
3. Other State Revenue	8300-8599			13,158.00
4. Other Local Revenue	8600-8799			0.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ 720,769.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ (126,729.00)
2. Classified Personnel Salaries	2000-2999		24,209.00
3. Employee Benefits	3000-3999		(61,910.00)
4. Books and Supplies	4000-4999		139,766.00
5. Services and Other Operating Expenditures	5000-5999		732,275.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 707,611.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ 13,158.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		13,158.00
	Total Unassigned/Unappropriated Amounts		13,158.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 13,158.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

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Los Angeles County
Office of Education

Division of Business Advisory Services
9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1
K-12/ROPs/JPAs

District (Unit) Number	GL Journal ID Number	Fund Number
64451	BA817-11R	11.0
Fund Name	Unrestricted / Restricted (Circle One)	
Adult Education	Restricted	

Date of Summary	Name of School District
December 8, 2020	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8285, 8290	39050, 39130, 39260, 58105, 58106
3. State	8300-8599	8590	63710
4. Local	8600-8799		
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999		

Los Angeles County Office of Education
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Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

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DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA818-13U	13.0	
FISCAL YEAR	FUND NAME		
20-21	CAFETERIA FUND	☑ UNRESTRICTED	☐ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799	8660	00000	(120,000.00)
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ (120,000.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (120,000.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(120,000.00)
	Total Unassigned/Unappropriated Amounts		(120,000.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (120,000.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

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Superintendent

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

Budget Adjustment Summary
K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA819-13R	13.0	
FISCAL YEAR	FUND NAME		
20-21	CAFETERIA FUND	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299	8220, 8221	53100	(3,500,000.00)
3. Other State Revenue	8300-8599	8520	53100	(280,000.00)
4. Other Local Revenue	8600-8799	8634	53100	(1,825,000.00)
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ (5,605,000.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		(109,930.00)
3. Employee Benefits	3000-3999		(59,151.00)
4. Books and Supplies	4000-4999		(831,900.00)
5. Services and Other Operating Expenditures	5000-5999		119,750.00
6. Capital Outlay	6000-6999		840,092.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		(37,007.00)
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ (78,146.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (5,526,854.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(5,526,854.00)
	Total Unassigned/Unappropriated Amounts		(5,526,854.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (5,526,854.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
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Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

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Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA820-21R	21.0	
FISCAL YEAR	FUND NAME		
20-21	BUILDING FUND	☐ UNRESTRICTED	☑ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799			0.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999	8951	90100	30,000,000.00
	8. Total Revenues/Other Financing Sources			$ 30,000,000.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		(9,107.00)
4. Books and Supplies	4000-4999		264,193.00
5. Services and Other Operating Expenditures	5000-5999		1,556,440.00
6. Capital Outlay	6000-6999		30,484,128.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 32,295,654.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (2,295,654.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(2,295,654.00)
	Total Unassigned/Unappropriated Amounts		(2,295,654.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (2,295,654.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
DATE OF BOARD APPROVAL	SIGNATURE OF AUTHORIZED SIGNATORY OR DESIGNEE OF THE BOARD	PRINT NAME AND TITLE	DATE SIGNED
12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

Submit one (1) certified original of this form to:

Los Angeles County Office of Education
Business Advisory Services
9300 Imperial Highway
Downey, CA 90242-2890

Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

Los Angeles County Office of Education

Serving Students • Supporting Communities • Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA821-40U	40.2	
FISCAL YEAR	FUND NAME		
20-21	SPECIAL RESERVE - TECHNOLOGY	☑ UNRESTRICTED	☐ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799			0.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		23,140.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ 23,140.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ (23,140.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
	Total Restricted Amounts		0.00
3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(23,140.00)
	Total Unassigned/Unappropriated Amounts		(23,140.00)
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ (23,140.00)

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON	
Michael Martinez	(562) 469-6621	mimartinez@dusd.net	
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12/08/2020		John A. Garcia, Jr., Ph.D., Supt.	12/08/2020

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Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

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Serving Students • Supporting Communities • Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
- ☐ Adopted Budget
- ☑ First Interim
- ☐ Second Interim
- ☐ Third Interim
- ☐ Unaudited Actuals

Submit one (1) certified original of this form.

DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NUMBER	
64451	BA822-67U	67.1	
FISCAL YEAR	FUND NAME		
20-21	SELF-INS FD - WORKERS' COMP	☑ UNRESTRICTED	☐ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
12/08/2020	DOWNEY UNIFIED SCHOOL DISTRICT

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1. LCFF Sources	8010-8099			$ 0.00
2. Federal Revenue	8100-8299			0.00
3. Other State Revenue	8300-8599			0.00
4. Other Local Revenue	8600-8799			0.00
5. Interfund Transfers In	8900-8929			0.00
6. All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00
	8. Total Revenues/Other Financing Sources			$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		(796.00)
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	13. Total Expenditures/Other Financing Uses		$ (796.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	$ 796.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.
Line A7 - Contributions must net to zero at the total fund level.
If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1. **Nonspendable Amounts** Revolving Cash	9711		$
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Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspendable Amounts		0.00
2. **Restricted Amounts** Restricted	9740		$
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3. **Committed Amounts** Stabilization Arrangements	9750		$
Other Commitments	9760		
	Total Committed Amounts		0.00
4. **Assigned Amounts** Other Assignments	9780		$
	Total Assigned Amounts		0.00
5. **Unassigned/Unappropriated Amounts** Reserve for Economic Uncertainties	9789		$
Unassigned/Unappropriated/Unrestricted Net Position	9790		796.00
	Total Unassigned/Unappropriated Amounts		796.00
6. **Total Components of Ending Fund Balance (Must Equal the Total in Section C)**			$ 796.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for First Interim projections.

F. School District Certification - Must be Completed

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Approved:
Debra Duardo, M.S.W., Ed.D.
Los Angeles County
Superintendent

SIGNATURE OF LOS ANGELES COUNTY SUPERINTENDENT OF SCHOOLS DEPUTY	DATE SIGNED

IV. 55. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

Supporting Documents

scan0414

I. CERTIFICATED

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins

ADDITIONAL HOURS – Alameda, $37.30 Per Hour, 2020-21 School Year

Amezcua, Zareli

AVID COORDINATOR MEETING – District, $37.30 Per Hour, 2020-21 School Year

Bhakta, Bageshree
Black, Katie
Cohen, Kristofer
Dayhoff, Laurie
Espina, Marlon
Harris, Andrea
Karout, Sarah
Lundsberg, Megan
Macomber, Andra
Malick-Perez, Tracy
Manzanares, Marvin
Orejel, Edgar

AVID PLANNING – Griffiths, $37.30 Per Hour, 2020-21 School Year

Espina, Marlon
Karout, Sarah
Romero, Julie
Wolfe, Jeanetta

ELEMENTARY IREADY TRAINING – District, $37.30 Per Hour, 2020-21 School Year

Aguirre, Sandra
Buchanan, Patricia
Castellanos, Shirley
De Goeas, Elizabeth
Dillon, Karen
Ferrin, Denise
Finn, Melissa
Gibson, Lorie
Gillespie, Heidi

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELEMENTARY IREADY TRAINING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Granados, Kathy
Grijalva, Heather
Guerrero, Annabel
Hoetker, Deborah
Hughes, Tiffany
Huh, Julia
Jauregui, Noemi
Lorberter, Rosanna
Lord, Melissa
Melara, Rafael
Mrkonic, Kimberly
Munoz, Janet
Ramos, Brianna
Reeves, Sherome
Roberson-Wong, Amy
Robles, Nadia
Seehusen, Sara
Sullivan, Alicia
Toay, Steven
Tucker, Valerie
Walker, Mary
Woodard, Shannon

ESPORTS PLANNING AND SUPPORT – District, $37.30 Per Hour, 2020-21 School Year

Beaver, George
Kraus, David
Quintero, David

FILM AND VIDEO PRODUCTION – Warren, $37.30 Per Hour, 2020-21 School Year

Nelson, Jared

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

FEMINEER ADVISOR MEETING – District, $37.30 Per Hour, 2020-21 School Year

Donahue, Matthew
Gonzalez, Kristy
Gonzalez, Neil
Lara, Jennifer
Merchant, Abida
Molletti-Bovey, Virginia
Moore, Meghan
Portillo, Evelyn
Shull, James
Sun, Charlene
Taylor-Sabo, Melissa
Tindoc, Oliver
Vargas-Aguilar, Jessenia
Worthy, Jessica

HOMEWORK HELP – Stauffer, $37.30 Per Hour, 2020-21 School Year

Baltazar, Richard
Black, Katie
Casalegno, Vonnie
Dekker, David
Herz, Valerie
La Fortune-Webster, Darla
McConnell, Deanna
Ragusa, Elise
Saikali, Rola
Tansopalucks, Trirath
Tindoc, Oliver
Worthy, Lois

IEP ADMIN. DESIGNEE – Rio Hondo, $58.23 Per Hour, 2020-21 School Year

Azzeh, Shirin
Gonzalez, Gabriel
Hocking, Allegra

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

IEP ADMIN. DESIGNEE – Rio Hondo, $58.23 Per Hour, 2020-21 School Year (cont.)

Lorberter, Rosanna
Pulido, Roberto
Tucker, Valerie
Waymack, Rebecca

INDEPENDENT STUDY TEACHER – District, $37.30 Per Hour, 2020-21 School Year

Williams, Jack

IPAD DISTRIBUTION – $37.30 Per Hour, 2020-21 School Year

Doty
Gillette, Teresa
Gutierrez, Ruben
McClinton, Marjorie
Navarro, Michelle
Rodriguez, Eduardo

Griffiths
Gutierrez, Ruben
Hernandez Pineda, Juan
Medina, Ryan
Rodriguez, Eduardo
Singh, Daniel

Sussman
Medina, Ryan

IREADY TRAINING – District, $37.30 Per Hour, 2020-21 School Year

Benner, Garrett
McClinton, Marjorie
Munoz, Maria

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ONLINE PD – District, $37.30 Per Hour, 2020-21 School Year

Barrera, Shirley

PARENT MEETING – $37.30 Per Hour, 2020-21 School Year

Imperial
Jauregui, Noemi
Ruesga, Alexandra

Lewis
Martinez, Glenda
Martinez, Rosio
Minton, Tara
Silva, Amy
Veith, Lacey

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – Warren, $37.30 Per Hour, 2020-21 School Year

Aguilar, Felipe
Elsasser, Gregory
Gomez, Erica
Lopez, Karla
Sandoval, Elizabeth
Stevenson, Jody
Trejo, Raymundo

STUDENT COUNCIL ADVISOR – Gauldin, $1,365.00 Per Year, 2020-21 School Year

Balster, Lisa	20%
Bomgaars, Jenalee	20%
Kim, Kerlan	20%
Starnes, Riley	20%
Worthy, Lindsey	20%

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

STUDENTS OVER NEGOTIATED LIMIT – Rio Hondo, $165.00 Per Student, Per Month, 2020-21 School Year

Barclay, Alyssa
Castellanos, Shirley
Cho, Gina
Fenrich, Colleen
Hultner, Kathleen
Krnic, Enisa
Mendenhall, Danielle
Park, Kaitlyn
Petit, Theresa
Rivera, Macrina
Waymack, Rebecca

TECHNOLOGY TEACHER LEADER – $2,557.00 Per Year, 2020-21 School Year

Alameda
Olmedo, Margaret

Lewis
Kacou, Natalie 50%
Minahan, Melissa 50%

Rio San Gabriel
Buchanan, Patricia 50%
Gonzales, Stefan 50%

TK/K OVER NEGOTIATED LIMIT – $165.00 Per Student, Per Month, 2020-21 School Year

Carpenter
Carrere, Yvette

Ward
Ambroff, Amanda
Cook, Nicole

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

TK/K OVER NEGOTIATED LIMIT – $165.00 Per Student, Per Month, 2020-21 School Year (cont.)

Ward (cont.)
Kissell, Casey
Pena, Elena
Shellenbergar, Cheryl

VICE PRINCIPAL ON SPECIAL ASSIGNMENT – District, $623.64 Per Diem, 2020-21 School Year

Taylor, Denise

B. Leave of Absence

Employee	From	To	Effective
Diazibarra, Dulce	Teacher Griffiths $97,056	AB375 – Child Bonding	1/04/21- 3/26/21
Nikovo, Ashley	SLP Special Education $89,561	AB375 – Child Bonding	12/18/20- 3/12/21
Orozco, Donna	Teacher – RSP Griffiths $78,687	AB375 – Child Bonding	11/02/20- 2/12/21
Perez, Rachel	Teacher DHH $87,748	AB375 – Child Bonding	11/30/20- 12/18/20

I. CERTIFICATED

C. Terminations

Employee	Assignment	Effective	Reason
Culqui, Eric	Psychologist Special Education $115,628	11/27/20	Voluntary Resignation
Schmitz, Katherine	Teacher Downey $114,555	6/01/21	Voluntary Resignation

II. CLASSIFIED

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Antonucci, Alexander (Substitute)	General Maint. Worker Varies	$22.950 hr.	10/22/20
Lozano Mota, Jose (Working out of class as needed)	Utility Worker Lewis	$4,172.00 mo.	08/03/20-06/30/21
Zapata, Mercedes (Working out of class as needed)	Utility Worker Sussman	$4,392.00 mo.	09/01/20-06/30/21

AVID TUTOR – College & Career Readiness, $13.750 Per Hour, 11/06/20-06/30/21, Not to exceed 800 hours

Anda, Eve
Perez Arce, Cristina

INSTRUCTIONAL MEDIA TECHNICIAN – Substitute, $18.883 Per Hour

Arias, Audrey	10/26/20
Mata, Stephanie	10/28/20
Sanchez, Yobana	10/28/20
Sanders, Brently	10/20/20
Vega, Jose	10/21/20

B. Change of Assignment

Employee	From:	To:	Effective
Alarid, Marisol (Promotion) (Rpl. M. Stebok)	Int. Clerical Asst. Food Services $3,979.00 mo. (100%)	Senior Secretary Food Services $4,498.00 mo. (100%)	11/02/20
Jordan, Debbie (Working out of class in Limited-term assignment)	Attend./Records Clerk Columbus High $4,080.00 mo. (100%)	School Office Mgr. Columbus High $4,500.00 mo. (100%)	07/29/20-TBD

II. CLASSIFIED

B. Change of Assignment (cont.)

Employee	From:	To:	Effective
Martinez, Anna (Working out of class in Limited-term assignment)	Food Svc. Asst. Lewis $17.158 hr. 3 Hours	Food Svc. Asst. II Lewis $18.410 hr. 5 Hours	10/23/20- 11/05/20
Pena, Brenda (Working out of class in Limited-term assignment)	Pers./Payroll Asst. Financial Services $4,726.00 mo. (100%)	Payroll Technician Financial Services $5,080 mo. (100%)	11/23/20- 06/30/21
RH2352608	Paid Admin. Leave	Inter. School Off. Mgr. Columbus High $4,963.00 mo. (100%)	11/12/20
Ruano, Maria (Working out of class in Limited-term assignment)	Int. Clerical Asst. Downey High $3,533.00 mo. (100%)	Secretary Downey High $3,985.00 mo. (100%)	10/26/20- 01/29/21
Sanchez, Alondra (Reassignment)	Attend./Records Clerk Sussman $3,701.00 mo. (100%)	Attend./Rec. Clrk.-Bil. Sussman $3,794.00 mo. (100%)	09/21/20
Stenstrom, Lisa (Promotion) (New Position)	Payroll Technician Financial Services $4,846.00 mo. (100%)	Budget/Fin. Analyst Facilities Plng. & Devel. $5,334.00 mo. (100%)	11/23/20
Vergara, Dianna (Working out of class in Limited-term assignment)	Sr. Clerical Asst. Adult School $3,613.00 mo. (100%)	Secretary Operations $4,080.00 mo. (100%)	11/09/20- 12/27/20
Williams, Christopher (Working out of class in Limited-term assignment)	Custodian Operations $4,145.00 mo. (100%)	Plant Grounds Asst. Downey High $4,392.00 mo. (100%)	10/26/20- TBD

II. CLASSIFIED

B. Change of Assignment (cont.)

Employee	From:	To:	Effective
Yepez, Maria Del Carmen (Reassignment) (Rpl. F. Roper)	Food Svc. Asst. Williams $16.362 hr. 2 Hours	Food Svc. Asst. Unsworth $16.362 hr. 3 Hours	11/02/20

C. Leaves of Absence

Employee	Assignment	Effective	Reason
Cuadros, Leslie	Sr. Instr. Asst.-BC Unsworth	11/16/20- 12/31/20	Personal Business W/OUT PAY
RH2352608	Int. School Off. Mgr. Columbus High	10/29/20- 11/11/20	Paid Admin. Leave

---

D. Terminations

Employee	Assignment	Effective	Reason
Sharp, Theresa	School Office Manager Rio Hondo	12/31/20	Service Retirement
Yanez, Mariela	Food Svc. Asst. Rio Hondo	11/14/20	Voluntary Resignation

---

V. 2. RECEIVE Budget Overview for Parents for 2020-21 (under separate cover); and APPROVE the revenue and budgeted expenditures referenced in the Budget Overview for Parents that are tied to the DUSD First Interim Report, Learning Continuity Plan and the 2019-2020 LCAP.

Supporting Documents

scan0415

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: December 8, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education
Prepared by Veronica Lizardi, Ed.D., Director, Instructional Support Programs

SUBJECT: LOCAL CONTROL FUNDING FORMULA (LCFF) BUDGET OVERVIEW FOR PARENTS

ACTION ITEM

California Education Code (EC) Section 52064.1 requires each school district to develop the Local Control Funding Formula (LCFF) Budget Overview for Parents in conjunction with the LCAP by July 1 of each year.

Due to the pandemic, Senate Bill (SB) 98 added EC Section 43509, which changed the adoption date for the Budget Overview for Parents for 2020-21. The impact of SB 98 includes:

- SB 98 separated the Budget Overview for Parents from the LCAP for 2020-21, and instead tied it to the First Interim report.
- Local governing boards are required to adopt and submit the Budget Overview for Parents on or before December 15, 2020, in conjunction with the district's First Interim budget report.

As a result of these changes, Senate Bill 820 added subsection (g) to EC Section 43509, which required updates to the Budget Overview for Parents template. These updates include the following:

- The revenue and budgeted expenditures referenced in the 2020-21 Budget Overview for Parents must tie to the district's First Interim report, its Learning Continuity and Attendance Plan, and the 2019-20 LCAP.
- The specific amount of federal Coronavirus Aid, Relief, and Economic Security (CARES) Act funds budgeted by the district.

SUPERINTENDENT'S RECOMMENDATION:

RECEIVE Budget Overview for Parents for 2020-21 (under separate cover); and APPROVE the revenue and budgeted expenditures referenced in the Budget Overview for Parents that are tied to the DUSD First Interim Report, Learning Continuity and Attendance Plan, and the 2019-2020 LCAP.

V. 3. APPROVE the Annual Single Plan for Student Achievement and Title I School Parent Involvement Policy for 2020-2021.

Supporting Documents

scan0416

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: December 8, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education
Prepared by Veronica Lizardi, Ed.D., Director, Instructional Support Programs

SUBJECT: ANNUAL SINGLE PLAN FOR STUDENT ACHIEVEMENT AND TITLE I SCHOOL PARENT INVOLVEMENT POLICY APPROVAL

ACTION ITEM

The site Single Plans for Student Achievement (SPSA) were updated and revised after new assessment data was received along with the 2020-21 federal categorical and Local Control Funding Formula (LCFF) allocations.

All schools wrote goals, objectives, and activities to improve student achievement. The goals were based on analysis of verifiable State data and local measures. They are focused toward schoolwide and student sub-groups meeting established school goals. The plans contain proposed expenditures, a description of how funds will be used to improve academic performance of all students and sub-groups, and the means of evaluating the progress toward accomplishing the goals. Downey and Warren High School are replacing the SPSA with the WASC Action Plan as it contains all the required components to guide their schoolwide programs.

In addition, schools that receive Title I funds were required to develop a School Parental Involvement Policy that must be approved by the Board of Education. Each policy was jointly developed with and distributed to parents. The policy ensures the involvement of parents in the Title I program which includes: information about and participation in the on-going planning, review, and improvement of the Title I program; the development of the Home-School Compact; the building of capacity for participation in the education and achievement of their children; accessibility and opportunities for parents with limited English proficiency, parents with disabilities, and parents of migratory students; and the implementation of the school's parental involvement policy.

The plans and policies have been reviewed and approved by the School Site Council at each school. School plans, parental involvement policies, and Home-School Compacts are on file at each school site and in the Instructional Support Programs office.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the Annual Single Plan for Student Achievement (SPSA) and Title I School Parent Involvement Policy for 2020-21.

VI. 1. RECEIVE Administrative Report: 2020-21 First Period Interim Financial Report as of October 31, 2020 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year.

Supporting Documents

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Downey Unified School District

Business Services

DATE: December 8, 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: 2020-21 FIRST PERIOD INTERIM FINANCIAL REPORT AS OF OCTOBER 31, 2020

ADMINISTRATIVE REPORT

District Administration is required to report periodically to the Board of Education on the financial and budgetary condition of the District. Education Code Sections 35035(g), 42130, and 42131, as amended by AB 1200 (Chapter 1213/1991), require that on the basis of these reports, twice annually the Board of Education must certify, in writing, whether or not it believes the District can meet its financial obligations for the remainder of the current fiscal year. The certification must then be submitted to the County Superintendent of Schools.

This report has been prepared and is submitted under separate cover.

Based upon this First Period Interim Report, the District can meet all of its current financial obligations for the 2020-21 fiscal year.

SUPERINTENDENT'S RECOMMENDATION:

RECEIVE Administrative Report: 2020-21 First Period Interim Financial Report as of October 31, 2020 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year.

Vision, Mission and Shared Values

VISION

All students graduate with a 21st Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

MISSION

Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

SHARED VALUES

STUDENT ACHIEVEMENT We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.	TEACHING AND LEARNING We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21st Century Learning.	BEST STAFF AND HIGH STANDARDS We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.	POSITIVE SCHOOL CULTURE We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.
CLEAN AND SAFE SCHOOLS We believe that learning environments must be clean and safe to promote high performance within the school community.	RELATIONSHIPS AND PARTNERSHIPS We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.	CONTINUOUS IMPROVEMENT We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.	FISCAL AND OPERATIONAL STEWARDSHIP We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.

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.