BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA January 12, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

Board of Education



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



Board of Education Meeting

January 12, 2021 Open Session - 4:00 p.m.

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/83669927002?pwd=TWhTZ241N0N0R2xEZW1YdUx0QUNwUT09 Passcode: 789237

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

Webinar ID: 836 6992 7002

Passcode: 789237

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 **publiccomment0112@dusd.net** by Tuesday, January 12, 2021, at 3:00 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. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, January 12, 2021, 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 Mrs. Barbara R. Samperi, Vice President of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mrs. Martha E. Sodetani, Clerk of the Board of Education.

4. ROLL CALL

D. Mark Morris Barbara R. Samperi Martha E. Sodetani Giovanna Perez-Saab Jose J. Rodriguez Linda Salomon Saldaña Nancy A. Swenson



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

- 5. ADOPT Agenda #13 for the Regular Meeting of the Board of Education held on January 12, 2021.
- 6. APPROVE Official Minutes of the Regular Board of Education Meeting held on December 8, 2020, and the Organizational Board of Education Meeting held on December 15, 2020, as submitted or with necessary corrections.

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

- RECEIVE and ACCEPT the Audit Report on all District funds and accounts for the 2019-20 fiscal year as prepared by Eide Bailly, LLP, Certified Public Accountants. (under separate cover)
- RECEIVE and ACCEPT the Audit Report on the Building Fund (Measure O) for the 2019-20 fiscal year as prepared by Eide Bailly, LLP, Certified Public Accountants. (under separate cover)
- 10. HEAR Oral Communications from Members of the Board of Education and Superintendent.
- 11. HEAR Public on items not appearing on the Agenda.

II. CONSENT AGENDA

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

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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.

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- RATIFY Nonpublic, Nonsectarian School/Agency Services Agreement No. 202021-235 with Olive Crest Academy from July 1, 2020 through June 30, 2021. (under separate cover)
- 4. APPROVE Amendment to Settlement Agreement OAH Case No. 2019101170.
- RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year, from November 25, 2020 through December 22, 2020.

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

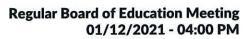
35



7. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$270.76, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in the Facilities, Planning & Development Department, to be charged to the Facilities Fund.	37
8. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$232.33, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in Instructional Support Programs, to be charged to the General Fund.	42
9. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$223.31, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in the Maintenance Department, to be charged to the General Fund.	47
10. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$193.58, with a cost-per-copy rate of \$0.006 per B&W copy, for use in the Purchasing - Central Warehouse, to be charged to the General Fund.	52
11. RATIFY a 60-month lease for the lease of Xerox PrimeLink Model B9100 and PrimeLink C9070 production multifunction printer/copiers, at the monthly lease rate of \$847.66, with a cost-per-copy rate of \$0.0043 per B9100 B&W copy, \$0.0076 per C9070 B&W copy, and \$0.055 per Color copy, for use at Downey Adult School, to be charged to the Adult School Fund.	57
 RATIFY the First Amendment to Service Agreement No. 202021-64 with Grupo Crecer, Inc. to provide additional parent education workshops at the Pace Training Center from September 29, 2020 through November 17, 2020. 	62
13. APPROVE Amendment No. 1 to Independent Consultant/Professional Services Agreement with Vital Inspection Services, Inc. to cover additional costs and extension of time associated with inspection services for Food Services Department projects.	66
 RATIFY the Inter Child Nutrition Program Vending Agreement, Simplified Accounting for CACFP At-Risk Afterschool Supper for the period of December 17, 2020 through June 30, 2021. 	69
15. RATIFY Agreement for Construction Services No. 202021-222 with KYA Service, LLC, Santa Ana, to furnish and install flooring in white classrooms and grey classrooms at Stauffer Middle School, in the amount of \$349,172.63, to be charged to Measure O Bond Funds.	72
 RATIFY Service Agreement No. 202021-223 with Administrative Co-Op Yellow Cab to provide transportation services for Special Education students from July 1, 2020 through June 30, 2021. 	139

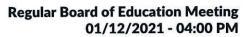


17. APPROVE Service Order Agreement No. 202021-225 with Ugam Solutions, Inc. to implement COVID-19 screening and contact tracing solutions to Qualtrics software.	144
18. RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-236 with Aurora Industrial Hygiene, South Pasadena, to provide remediation monitoring services in two classrooms at Williams Elementary School, in the amount of \$4,840.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
 RATIFY Service Agreement No. 202021-237 with Digital Networks Group to provide and install audio cable and equipment at Sussman Middle School from December 2, 2020 through February 28, 2021. 	152
 RATIFY Service Agreement No. 202021-238 with Realtime Learning Systems, LLC to provide the StenEd Theory Complete online software program for Adult School students from July 1, 2020 through June 30, 2021. 	159
21. RATIFY Agreement for Construction Services (Small Projects) No. 202021-239 with Universal Metro, Inc., Santa Fe Springs, to install District-supplied flooring in the K1 and K2 classrooms at Williams Elementary School, in the amount of \$4,942.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
22. RATIFY Service Agreement No. 202021-241 with Ergonomic Focus to provide ergonomic assessments and training from November 1, 2020 through June 30, 2023.	164
23. APPROVE DUSD Agreement No. 202021-242 with eSkill Corporation to provide an online employment testing and scoring software subscription program from January 31, 2021 through December 31, 2021.	171
24. RATIFY Service Agreement No. 202021-243 with Elizabeth Gallardo to provide independent education evaluation services in the area of augmentative alternative communication for a DUSD student from December 11, 2020 through March 31, 2021.	178
25. RATIFY Service Agreement No. 202021-244 with Optometric Vision Care Associates to provide vision therapy evaluation and possible IEP meeting attendance for a DUSD student from December 1, 2020 through February 26, 2021.	184
 APPROVE Agreement No. 202021-246 with TransFinder for the use of a bus transportation management software license program from January 12, 2021 through June 30, 2022. 	190
27. RATIFY the Memorandum of Understanding with the Los Angeles County Office of Education #20632 to accept ownership and maintain 1,024 Chromebooks with built-in MiFi and 837 hotspots through the receipt of additional CARES Act funding.	199
28. RATIFY Amendment to the Memorandum of Understanding with the Los Angeles County	





	Office of Education #20627 to accept ownership and maintain 417 additional Chromebooks with built-in MiFi though the receipt of additional CARES Act funding.	203
2	 RATIFY the Memorandum of Understanding between Downey Unified School District and Orange County Department of Education Teacher Induction Program, effective July 1, 2020 through June 30, 2021. 	205
3	 APPROVE the Student Data Privacy Agreement with TransFinder Corporation, Schenectady, New York, for the use of transportation management system software for the Transportation Services Department from January 12, 2021 through June 30, 2022. 	218
3	 ACCEPT and APPROVE the use of the Fairfield-Suisun Unified School District California Student Data Privacy Agreement with Seesaw Learning, Inc., San Francisco, in the anticipated annual amount of \$6,000.00, with no guarantee that this amount will be met or exceeded, for the use of online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions. 	236
3	2. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Clever Prototypes, LLC, Boston, Massachusetts, in the anticipated annual amount of \$2,600.00, with no guarantee that this amount will be met or exceeded, for the use of Storyboard That online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.	258
3	3. ACCEPT and APPROVE the use of the Ventura County Office of Education California Student Data Privacy Agreement with Newsela, Inc., New York, New York, in the anticipated annual amount of \$10,000.00, with no guarantee that this amount will be met or exceeded, for the use of online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.	279
3	4. ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No. 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$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 copy paper with the same advantages, terms and conditions.	301
3	5. APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the amount of \$1,400,000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.	303
3	6. APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-05, Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the amount of \$1,200.000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.	307





37. APPROVE the increase to Purchase Order #PO1-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$45,048.00, to be charged to Measure O Bond Funds.	311
38. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-202 for placement of decomposed granite, concrete planter and synthetic turf at Stauffer Middle School with KYS Services, LLC, Santa Ana, in the increased amount of \$1,235.54, to be charged to Measure O Bond Funds.	313
39. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-53 for painting of the kitchen area at Unsworth Elementary School, with Hendrix Painting, Inc., Long Beach, in the final amount of \$3,700.00, to be charged to Food Services 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	045
following the recording date. \mathscr{O}	315
40. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920- 103, installation of a temporary restroom building at Stauffer Middle School, with Erickson Hall Construction Company, Escondido, in the final amount of \$59,340.00, to be charged to the 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.	317
41. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-126, installation of District-supplied monitors at Griffiths and Stauffer Middle Schools, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$23,140.00, to be charged to Special Reserve - Technology 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.	319
42. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-153, Landscaping Services - Hydroseeding Field at Stauffer Middle School, with Canyon Hydroseeding, Beaumont, in the final amount of \$4,177.00, to be charged to the 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.	321
43. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-190 for paving repair work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$2,200.00, 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.	323
44. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021- 202 for all work related to the placement of decomposed granite, construction of a	



	concrete planter, and synthetic turf at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$58,459.03, 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.	325
45.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-204, purchase and installation of synthetic turf in an outdoor area at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$15,279.50, 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.	327
46.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-224 for minor paving work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$6,400.00, 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.	329
47.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-227 for paving the north parking lot at Stauffer Middle School, with Century Paving, Inc., La Mirada, in the final amount of \$24,990.00, 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.	331
48.	ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-231 for all work related to the installation and application of a walk-off mat at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$1,840.48, 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.	333
49.	RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education. \mathscr{O}	335
50.	RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective July 15, 2020.	353
51.	RATIFY the establishment of one new position with duties corresponding to the current classification of Registered Behavior Technician, assigned to the Special Education Department, seven hours per day, ten months per year, at range 165, \$4,181 - \$5,334 per month, effective August 10, 2020.	355



52. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2020.	357
53. RATIFY the establishment of one new position with duties corresponding to the current classification of Budget/Financial Analyst, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 205, \$5,080 - \$6,481 per month, effective August 13, 2020.	359
54. RATIFY the establishment of one new position with duties corresponding to the current classification of Facilities Program Manager, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 129, \$7,929 - \$9,649 per month, effective October 21, 2020.	361
III. GENERAL ADMINISTRATIVE	
 ADOPT Resolution No. 202021-09 approving the agreement 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. 	363
 ADOPT Resolution No. 202021-10, Resolution in Support of the State Seal of Civic Engagement. 	365
 APPROVE the appointment of two new Citizens Bond Oversight Committee members and the re-designation of a current member, in compliance with California Education Code Section 15282. 	
 Alfredo Perez, Parent and PTA Representative Jorge Somoano, At-Large Community Member Danielle Du Buhr, Current Member - Parent and PTA Representative; will now serve her term as the Business Representative 	
 REVIEW proposed revisions to Board Policy 8210, Election of Members and Terms of Office. 	368
 HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services, and DISCUSS the Return to School Plan for the 2020-21 school year. 	
IV. SPECIAL ADMINISTRATIVE - Business	
 RATIFY an Agreement between the YMCA of Metropolitan Los Angeles and the Downey Unified School District to partner to draft a term sheet for the building of a YMCA property on District grounds. 	370



 HEAR presentation from Christina Aragon, Associate Superintendent of Business Services, and Vince Madsen, Senior Director of Facilities Planning and Development, on Bond Funding, Lease-Leaseback, and Measure O Projects.

V. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the Memorandum of Understanding between the Downey Unified School District and the Downey Education Association regarding the "Cultural Proficiency Certificate Program - One (1) Semester Unit."

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VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Special Meeting to be held on Tuesday, January 26, 2021, at 4:00 p.m. and a Regular Meeting to be held on Wednesday, February 10, 2021, at 4:00 p.m., both in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VIII. 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)
- f. Conference with Real Property Negotiators Possible Joint Use Agreement with the YMCA at Sussman Middle School

IX. ADJOURNMENT

ADJOURN the Regular Meeting of the Board of Education at the specified hour with the consent of the Board Members.

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

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 11627

Brookshire Avenue, Downey, California during normal business hours or at www.dusd.net.



I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held on December 8, 2020, and the Organizational Board of Education Meeting held on December 15, 2020, as submitted or with necessary corrections.

Supporting Documents

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Minutes 12-8

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Minutes 12-15



Regular Board of Education Meeting 12/08/2020 04:00 PM

Downey Unified School District
Meeting held Virtually - Electronically or
Telephonically
Closed Session 4:00 p.m. - Open Session
approximately 5:00 p.m.

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https://dusd-net.zoom.us/j/83929478678?pwd=a0RtaTNSbmRGN2Q5cjhhd0QzTUdFZz09

Passcode: 390942

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 839 2947 8678 Passcode: 390942

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment1208@dusd.net</u> 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).

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

3. INVOCATION

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

4. ROLL CALL

Present
Donald E. LaPlante
Tod M. Corrin
D. Mark Morris
Giovanna Perez-Saab - arrived at 4:05 p.m.
Barbara R. Samperi
Martha E. Sodetani

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

Nancy A. Swenson

ADOPT Agenda #11 for the Regular Meeting of the Board of Education held on December 8, 2020.

Motion made by: Martha Sodetani Motion seconded by: D. Mark Morris Voting: Donald LaPlante - Yes Tod Corrin - Yes D. Mark Morris - Yes Giovanna Perez-Saab - Not Present Barbara Samperi - Yes Martha Sodetani - Yes Nancy Swenson - Yes

II. CLOSED SESSION

Mrs. Perez-Saab arrived at 4:05 p.m., and the vote shall reflect that of seven members from this point on.

The Board of Education Retire into Closed Session at 4:05 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, and Threat to Public Services or Facilities (Government Code 54957), and reconvened into Open Session at 5:05 p.m.

III. GENERAL BOARD FUNCTIONS

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

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

Martha Sodetani - Yes Nancy Swenson - Yes

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

There was no correspondence to be received.

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

Ms. Swenson had the opportunity to observe Mrs. Morris' class via Zoom on the STEAM "Day of Design" activity and was impressed with the innovative rolling cars the students made. She also observed Mr. Orlinsky's Advanced Placement class which was very interesting.

Mrs. Perez-Saab shared that her daughter built a car with wings on the STEAM "Day of Design" and her son built a bridge that was very strong. She thanked the teachers and staff for their positive attitudes in these difficult times and thanked Mr. LaPlante and Mr. Corrin for all they have done over the past 41 and 17 years respectively making such a positive impact on our students. Mrs. Perez-Saab congratulated Downey High for winning the esports championship and Mr. Harris for receiving a \$5 million grant for our schools. She discussed the mental health of our students and the need for staff and teachers to know what to look for to keep our kids safe mentally.

Mrs. Samperi also had the pleasure of observing several classes via Zoom and noted that the students are really attached to their teachers and the teachers to their students, which is amazing since they haven't met in person. She added that we have fabulous teachers! Mrs. Samperi thanked Gold Star Foods for recognizing Downey Unified for feeding our families during this difficult time and noted she is very proud of our Food Services staff. She congratulated Stauffer Middle School for receive three more years on the National Schools to Watch designation. Mrs. Samperi thanked the community for donations on tonight's agenda totally approximately \$27,000.

Mrs. Sodetani noted that it is very sad to think that Mr. LaPlante and Mr. Corrin are not going to be on the Board anymore. She added that they have made major contributions as Board Members and to the lives of students in Downey. Mrs. Sodetani reported that our community is so generous with \$27,000 in donations this past month, our philanthropic groups giving so much and the police officers' shopping with children. She thanked Downey Unified's Program Specialist for working with our foster students to uplift them during this time of year.

Mr. Morris agreed that Mr. LaPlante and Mr. Corrin will be missed and thanked Mr. Corrin for his work with the YMCA Easter Caravan and Mr. LaPlante for all his work on the CSBA Board of Directors, noting we will celebrate them at next week's meeting. He congratulated Downey High School on the esports victory and thanked Carrot and PacificWest for sponsoring the event and the high school principals and Mr. Harris for their efforts in making this happen. Mr. Morris was happy to see that Stauffer Middle School received a redesignation as a California and National School to Watch, which is a great achievement. He discussed Distance Learning and thought we most likely will continue to offer Distance Learning options for students in the future, even after the pandemic.

Mr. Corrin thanked everyone for their much appreciated comments and thanked Ashley Greaney for the very nice article in *The Downey Patriot*. He noted the Adult School brochure that was recently published shows the large number of classes we have been able to continue to offer. Mr. Corrin expressed his appreciation to Mr. LaPlante for his service on the Board and for the knowledge he has from being on the Board all these years.

Mr. LaPlante reported that Downey made *The New York Times* in an article, noting there were many positive comments about Downey.

Dr. Garcia reported that next week we will be having our Organizational Meeting where we will be honoring Mr. LaPlante and Mr. Corrin as they leave the Board and welcoming our new Board Members, Jose Rodriguez and Linda Saldaña. He noted that we are looking forward to hearing the Return to School update presentation tonight. Dr. Garcia thanked Mr. Corrin and Mr. LaPlante for all their support for his almost eight years now and noted that it has been a pleasure working with both of them.

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

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

5. NOMINATE Candidates to CSBA Delegate Assembly.

Sylvia Macias, South Whittier School District Dr. Eugene Krank, Hawthorne School District Darryl Adams, Norwalk La Mirada Unified School District Micah Ali, Compton Unified School District Jan Baird, South Whittier School District Harunobu (Ernie) Nishii, ABC Unified School District Satra Zurita, Compton Unified School District

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

IV. CONSENT AGENDA

Motion made by: D. Mark Morris
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

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through November 2020.
- RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

- 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)
- 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)
- 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)
- RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-30 with Cleta Harder School from July 1, 2020 through December 31, 2020.
- 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.
- APPROVE Settlement Agreement from the Office of Administrative Hearings Case No. 2020100682.
- 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.
- APPROVE proposed revisions to Board Policy and Administrative Regulation 4110.1 and 5210, Discrimination and Sexual Harassment in Employment.
- 12. APPROVE proposed revisions to Administrative Regulation 8210, Election of Officers.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 54. APPROVE the December 2020 budget transfers and adjustments for the 2020-21 fiscal year.
- 55. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

V. SPECIAL ADMINISTRATIVE SERVICES - Instruction

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

Public comments and concerns were submitted via email and read regarding the need for senior students to be able to attend school in person as soon as possible:

Danielle De Buhr, Parent of Senior Student Esther Pacheco, Parent of Senior Student Sonia Lopez, Parent of Senior Student Francesca De Buhr, Downey High School Senior Elizabeth Lopez, Downey High School Senior

Mr. Corrin moved, Mrs. Perez-Saab seconded, and the motion carried unanimously that the Board of Education accept staff recommendation on the Return to School Plan for the 2020-21 school year.

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.

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

Nancy Swenson - Yes

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

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

VI. SPECIAL ADMINISTRATIVE SERVICES - Business

 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.

Motion made by: Nancy Swenson 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

Mrs. Perez-Saab left at 6:13 p.m.

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.

The meeting was recessed at 6:31 p.m. and reconvened at 6:35 p.m.

VIII. CLOSED SESSION (if necessary)

The Board of Education retired into Closed Session at 6:36 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 7:10 p.m.

IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 7:11 p.m. in memory of Adrienne Baker, Charles "Chuck" Frey, Jon K. Lang, Girard Milani, Ellen Eilene McRae Osterbauer, Mike Udoff and John A. Vargas.

DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

D. Mark Morris, President	Martha E. Sodetani, Clerk



Organizational Board of Education Meeting 12/15/2020 05:00 PM

Downey Unified School District 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. To connect to the meeting electronically or telephonically, see information below:

https://dusd-net.zoom.us/j/88913073792?pwd=MXVQdERuWGMzVENhRFQxcXgxY21Udz09 Passcode: 608295

> To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 889 1307 3792 Passcode: 608295

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment1215@dusd.net</u> by Tuesday, December 15, 2020, at 4:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

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

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

The Meeting was Called to Order by Mr. Donald E. LaPlante, President of the Board of Education, at 5:00 p.m. on Tuesday, December 15, 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 Mr. D. Mark Morris, Clerk of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

Present
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 #12 for the Organizational Meeting of the Board of Education held on December 15, 2020.

Mrs. Sodetani moved, Ms. Swenson seconded, and the motion carried unanimously that the Board of Education adopt Agenda #12 for the Organizational Meeting of the Board of Education held on December 15, 2020.

II. CLOSED SESSION

The Board of Education retired into Closed Session at 5:03 p.m. to discuss Discipline/Dismissal/Release and returned into Open Session at 5:15 p.m.

The Griffiths Middle School choir performed virtually for the Board of Education.

III. GENERAL BOARD FUNCTIONS (continued)

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

There was no correspondence to be received.

2. HEAR Special Presentations to Retiring Board Members.

The following presentations were heard and/or certificates presented:

Congresswoman Lucille Roybal-Allard - video presentation; certificate presented to Mr. Corrin and Congressional Record presented to Mr. LaPlante

Senator Bob Archuleta - certificates presented

Assemblymember Cristina Garcia - video presentation; certificates presented

Board of Supervisor Janice Hahn - certificates presented

City of Downey Mayor Blanca Pacheco - video presentation; certificates from City Council Members

Cerritos Community College President Dr. Jose Fierro - video presentation

Compton Unified School District Board President Micah Ali - letter of appreciation and acrylic presented to Mr. LaPlante

Retired Superintendents Dr. Edward Sussman and Dr. Wendy Doty - video presentation

Mr. Morris on behalf of the Board of Education and Downey Unified - gavels presented

Comments of appreciation and recognition by Board Members and Superintendent

Mr. Corrin and Mr. LaPlante shared their appreciation and comments

3. RECEIVE the Official Certificate of the Canvass of the Election Returns and Statement of Votes Cast by Precinct for the Downey Unified School District Election held on November 3, 2020.

Mr. Corrin moved, Ms. Swenson seconded, and the motion carried unanimously that the Board of Education receive the Official Certificate of Canvass of the Election Returns and Statement of Votes Cast by Precinct for the Downey Unified School District Election held on November 3, 2020.

4. ADMINISTER Oath of Office to:

The Oath of Office was administered to:

Jose J. Rodriguez, Trustee Area 2 Giovanna Perez-Saab, Trustee Area 3 Linda Salomon Saldaña, Trustee Area 4 D. Mark Morris, Trustee Area 6

Board Members introduced family in attendance.

5. ELECT Officers of the Board of Education as follows:

Ms. Swenson moved, Mrs. Perez-Saab seconded, and the motion carried unanimously, that the Board of Education elect officers of the Board of Education as follows:

President - D. Mark Morris Vice President - Barbara R. Samperi Clerk - Martha E. Sodetani

6. APPROVE the President's recommendations for the Board of Education members to various responsibilities:

Ms. Swenson moved, Mrs. Samperi seconded, and the motion carried unanimously that the Board of Education approve the President's recommendations for Board of Education members to various responsibilities.

Audit Committee - Mrs. Perez-Saab, Mrs. Sodetani, Ms. Swenson

Budget Committee - Mr. Rodriguez, Mrs. Saldaña, Mrs. Samperi

City/School District Task Force - Mrs. Saldaña, Mrs. Samperi

Representative for Electing Members to the County Committee on School District Organization - *Mr. Morris*

Representative to LACSTA - Mrs. Perez-Saab

AD HOC COMMITTEES

Enrollment Growth Committee - Mr. Morris, Mr. Rodriguez, Ms. Swenson

Food Services Wellness Committee - Mrs. Sodetani

Return to School Committee - Mrs. Perez-Saab, Mr. Rodriguez, Ms. Swenson

YMCA/DUSD Joint Facilities Use Committee - Mrs. Saldaña, Mrs. Samperi, Mrs. Sodetani

 APPROVE the Certification of Signatures for the period from December 2020 to December 2021, or until subsequent action is taken by the Board of Education.

Ms. Swenson moved, Mrs. Samperi seconded, and the motion carried unanimously that the Board of Education approve the Certification of Signatures for the period from December 2020 to December 2021, or until subsequent action is taken by the Board of Education.

8. HEAR Public on Items not appearing on the Agenda.

Public comment was submitted via email from Cecilia Goñez and read congratulating Mr. Rodriguez, Mrs. Saldaña and Mrs. Perez-Saab.

IV. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, Jauary 12, 2021, at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

V. ADJOURNMENT

The Organizational Meeting of the Board of Education was adjourned at 6:36 p.m. in memory of Ramona Subirias and Robert Woodson.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

	We a series of the series of t
D. Mark Morris, President	Martha E. Sodetani, Clerk



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

Supporting Documents



Downey Unified School District

Office of the Superintendent

DATE:

TO:

January 12, 2021 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:

- Donation of blankets from Laura De Anda, value determined by donor to be \$60.00, to be used in support of the TLC Family Resource Center:
- 2. Donation of 10 boxed, complete turkey meals from Downey High School's KIWIN's, value determined by donor to be \$500.00, to be used in support of the TLC Family Resource Center;
- 3. Donation of various gift cards (restaurant and supermarket gift cards) from Gangs Out Of Downey, value determined by donor to be \$3,555.00, to be used to support families in need during the holidays who are serviced through the TLC Family Resource Center;
- 4. Donation of canned food from the students at Columbus High School. value determined by donor to be \$50.00, to be used in support of the TLC Family Resource Center;
- 5. Donation of toiletries (i.e. deodorant, toothbrushes, feminine products, laundry detergent) from Monica Taylor, value determined by donor to be \$70.00. to be used in support of the TLC Family Resource Center;
- 6. Donation of \$60.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
- 7. Donation of a laundry kits, kitchen cleaning kits, one pair of tennis shoes and four \$25.00 gas gift cards from the Rotary Club of Downey, value determined by donor to be \$350.00, to be used in support of the TLC Family Resource Center;
- 8. Donation of \$250.00 from Richard J. Strayer, to be used in support of the TLC Family Resource Center;
- 9. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Ronnie and Joanna Fernandez, to be used in support of the TLC Family Resource Center:

- 10. Donation of food from Starbucks District 353, value determined by donor to be \$200.00, to be used in support of the TLC Family Resource Center;
- 11. Donation of 15 laundry kits, 19 hygiene kits, non-perishable food and \$80.00 from Anna's Acts of Service, value determined by donor to be \$905.00, to be used in support of the TLC Family Resource Center;
- 12. Donation of \$1,000.00 from the Downey Administrators Association, to be used in support of the TLC Family Resource Center;
- 13. Donation of Stater Brother's grocery gift cards from the Downey Education Association, value determined by donor to be \$600.00, to be used in support of families in need during the holidays who are serviced through the TLC Family Resource Center;
- 14. Donation of school supplies from Lissette Rivera, value determined by donor to be \$50.00, to be used in support of the TLC Family Resource Center;
- 15. Donation of \$547.59 from Gauldin Elementary School parents, to be used in support of the TLC Family Resource Center;
- 16. Donation of \$50.00 from Richard and Toni Goodwin, to be used in support of the TLC Family Resource Center;
- 17. Sponsorship donation of \$1,001.00 for the Healthy Downey 5K for TLC from Mary R. Stauffer Middle School, to be used in support of the TLC Family Resource Center;
- 18. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Roxann Davis, to be used in support of the TLC Family Resource Center;
- 19. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from Kaiser Permanente, to be used in support of the TLC Family Resource Center;
- 20. Donation of \$75.00 from Kathleen G. Verstegen, to be used in support of the Adopt-A-Family program at Gauldin Elementary School;
- 21. Donation of canned food, rice and snack mix from Doty Middle School, to be used in support of the TLC Family Resource Center;
- 22. Donation of Christmas gifts for three families from Jennifer Tullius, value determined by donor to be \$3,500.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 23. Donation of Christmas gifts from Angel Mendoza, value determined by donor to be \$52.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;

- 24. Donation of Christmas gifts from Downey Unified's Speech and Language Pathologists, value determined by donor to be \$1,000.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 25. Donation of four \$50.00 gift cards from Debbie Black, value determined by donor to be \$200.00, to be used in support of families in need who are serviced through the TLC Family Resource Center;
- 26. Donation of \$400.00 from South West Locomotive Repair, to be used in support of the Adopt-A-Family program at Gauldin Elementary School;
- 27. Donation of Christmas gifts from Sara Ojeda, value determined by donor to be \$65.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 28. Donation of \$100.00 from Paul and Doris Camp, to be used in support of the TLC Family Resource Center;
- 29. Donation of \$1,500.00 from Eleanor K. Eck, to be used in support of the TLC Family Resource Center;
- 30. Donation of Christmas gifts from Ginger Shattuck, value determined by donor to be \$500.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 31. Donation of five gift cards (Ralph's, Target, McDonalds) from Lorraine Neal, valued determined by donor to be \$125.00, to be used in support of the TLC Family Resource Center;
- 32. Donation of Christmas gifts for 28 students from the Rotary Club of Downey, value determined by donor to be \$1,600.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 33. Donation of Christmas gifts for three families from the Downey Federal Credit Union, value determined by donor to be \$500.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 34. Donations of Christmas gifts from Eric Pierce, value determined by donor to be \$300.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 35. Donation of six \$25.00 Target gift cards from the Case Managers at PIH Downey, value determined by donor to be \$150.00, to be used in support of the TLC Family Resource Center;

- 36. Donation of Christmas gifts from Jasmine Vallejo, value determined by donor to be \$100.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 37. Donation of 25 warm blankets and throws from Williams Elementary School's Jaguar Community, value determined by donor to be \$250.00, to be used in support of the TLC Family Resource Center;
- 38. Donation of 1,000 pairs of children and adult shoes from the Downey Los Amigos Kiwanis Club, value determined by donor to be \$500.00, to be used in support of the TLC Family Resource Center;
- 39. Donation of Christmas gifts from the Lopez Family, value determined by donor to be \$300.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 40. Donation of Christmas gifts from Claudia Ramirez-Silva, value determined by donor to be \$200.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 41. Donation of Christmas gifts from Gangs Out Of Downey, value determined by donor to be \$500.00, to be used in support of the Adopt-A-Family program through the TLC Family Resource Center;
- 42. Donation of 165 chicken sandwiches from the Downey Chick-fil-A, value determined by donor to be \$769.79, to be used in support of the Food Services staff;
- 43. Donation of \$500.00 from Dr. and Mrs. Edward Sussman, to be used to enhance instructional programs at Sussman Middle School.

SUPERINTENDENT'S RECOMMENDATION:

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



II. 2. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.

Supporting Documents



scan0446

Downey Unified School District Office of the Superintendent

DATE: TO: FROM:

January 12, 2021 Board of Education John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u> Sophia	<u>Last</u> Alexander	Position Lead Nurse	<u>Dates</u> 9/25/2020, 12/11/2020, 3/12/2021 & 5/7/2021	Conference Title School Health Program Managers Conf.	Location Virtual
Robert	Jagielski	Sr. Director	12/4/2020	Annual Legislative Update	Virtual
Jayro	Roman	Administrator	12/4/2020	Annual Legislative Update	Virtual
Teresa	Contreras	Teacher	1/22/2021 to 1/26/2021	Rocky Mountain Assn of IB World Schools (IBARMS)	Virtual
Lizzette	Mendoza	Teacher	1/22/2021 to 1/26/2021	Rocky Mountain Assn of IB World Schools (IBARMS)	
Sonia	Ramirez	Teacher	1/22/2021 to 1/26/2021	Rocky Mountain Assn of IB World Schools (IBARMS)	
Ana	Rodriguez	Teacher	1/22/2021 to 1/26/2021	Rocky Mountain Assn of IB World Schools (IBARMS)	
Patricia	Sandoval	Director	2/3/2021 & 2/4/2021	2021 ACSA Every Child Counts Symposium	Virtual

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SUPERINTENDENT'S RECOMMENDATION:

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



II. 5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year, from November 25, 2020 through December 22, 2020.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR NOVEMBER 25, 2020 - DECEMBER 22, 2020

	PREFIX		TO TO
FUND 01.0 GENERAL \$7,422,131.62	PO1 PO2W PO3W	21000000160 21000000155 21000000077	210000000294 210000001107 210000001319
FUND 01.1 SELPA ADMIN UNIT \$1,654.59	PO3W	210000001281	210000001281
FUND 01.2 SELPA SCHOOL \$550,000.00	PO2W	210000001034	210000001035
FUND 11.0 ADULT \$145,003.69	PO2W PO3W	210000001047 210000001242	210000001060 210000001308
FUND 13.0 CAFETERIA \$66,544.24	PO1 PO2W PO3W	21000000259 21000001048 21000001111	210000000259 210000001048 210000001295
FUND 14.0 DEFERRED MAINTENANCE \$41,172.00	PO2W	210000000966	210000001065
FUND 21.0 BOND MEASURE O \$11,666,857.05	PO1 PO2W PO3W	20000000238 200000000364 210000000987	200000000326 210000001100 210000001252
FUND 40.2 SPECIAL RESERVE - TECH. \$38,265.79	PO2W	210000001072	210000001072
FUND 67.1 SELF INS WORKERS' COMP \$72,620.91	PO2W	210000001081	210000001101



II. 6. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of October 2020, covered by Payroll Orders issued through November 2020.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

January 12, 2021

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 October 2020, covered by Payroll Orders issued through November 2020.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #E4H-N		42,872.96			193.73	
Reg. #H1H-C	643.50					
Reg. #H1H-N	146,056.30	179.43	25,963.41	1,763.48	110,394.91	
Reg. #H1I-C	643.50					
Reg. #H1I-N	167,051.60	193.69	1,404.00	2,002.19	100,994.33	

TOTAL

\$600,357.03



II. 7. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$270.76, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in the Facilities, Planning & Development Department, to be charged to the Facilities Fund.

Supporting Documents



Xerox Financial Services LLC

45 Glover Avenue

MASTER LEASE SCHEDULE - Fair Market Value



Norwalk, CT 06856						
Lease Agreement Number:		Dealer	Name: SoCal Office / MRC	Smart Technologies		
	LESSEE I	NFORMATIO				
Downey Unified Scho	ol District	DBA				
11627 Brookshire Ave	nue	City Do	owney	State CA	ZIP Code 90241-4999	
562-469-6531 Contact	Darren Pursglove	Contact En	rsglove@dusd.net	Lessee PO# (O)	otional)	
	EQ	UIPMENT	Model and Description			
Quantity Model and Description C8155 wit	h BR Finisher	Ligantity	Model and Description	NAME OF TAXABLE PARTY O		
)		- 11			
Equipment Location (if different from Billing Address)	A CAMPA MICE AND A CAMP					
	TERM, PAYMENT AND PU	RCHASE OPT	ON INFORMATION			
Term (in Months): 60 plus the interim	Period, if any Monthly	y Lease Paym	ent: \$ 270.76 , plus app	licable Taxes		
Down Payment Received: \$						
Purchase Option : Fair Market Value						
	THE RESERVE TO SHARE THE PARTY OF THE PARTY	ACCEPTANCE				
BY YOUR SIGNATURE BELOW, YOU ACKNOWLE APPLICABLE TERMS AND CONDITIONS SET FOR				J HAVE READ AND AGREE	D TO ALL	
Authorized Signer	Date	CAN DESCRIPTION		deral Tax 1D # (Required) 95-6006586		
and Courtens	2000	12/23/202	20	95-6006586		
Print Name Christina Aragon Title (Ind			Indicate President, Partner, Proprietor, etc.] Associate Superintendent			
		ACCEPTANC				
Accepted By: Xerox Financial Services LLC	Name and Title			Date		
	TERMS	& CONDITION	IS			

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.





Service Agreement

o O	Nam	ne	Downey Unif	ied School Distric	t		Name	Downey Unified	School Dis	trict
CUSTOMER INFO	O Add	Address 11627 Brookshi		shire Avenue		0	Address	11627 Brookshir	e Avenue	
Į.	OL dity Stat		Downey Unif	ied School Distric	t	BILL TO	City	Downey Unified	School Dis	trict
Š	景 Stat	e	CA	ZIP	90241	BIL	State	CA	ZIP	90241
2	Pho	ne	562-469-653	2			Phone	562-469-6532		
o O	Mak Xerox / C	ke / Mod 28155	el 5	Serial Number	Startii BV	ng Me V/CLF		Lo Facilities Plannin	cation / N	
SERVE		-	edule A for mo	re devices.	Daymont		Ourses Retained	Lookud	ed items	
		vice Grou	ip	Allowance	Payment		Overage Rate			
<u>"</u>	Color Mi			0			0.005	-	iclusive (n	
4	Color Mi	FP, CLR		-			0.05	Notes / Spe	ecial Instru	ictions
AGREEMENT DETAILS	Base Bill	301-1325	Monthly			_	Term	-		
	Overage	Billing	Quarterly	Tot	al \$0.00		60	Start	E	nd
QUI IERE IN V	OMER AGE PMENT LISTO (TOGET VHICH NEW	Decline REES TO P TED ON TH HER, THIS' V EQUIPME	installation URCHASE AND MI BE ATTACHED SCHI 'AGREEMENT"). PA	EDULE A ("EQUIPMEN PER, LABELS, TRANSP Y MRC OR THE CUSTO	IT") IN ACCORDANCE ARENCIES, OR STAPLE OMER SIGNATURE DA	WITH S ARE TE BEI	THE TERMS AND O NOT INCLUDED. TH OW. BY SIGNING,	Phone IPPLIES: UNLESS OTH CONDITIONS OF THIS E AGREEMENT TERM CUSTOMER AGREES T	AGREEMENT STARTS ON T	, WHICH IS ATTACHE HE LATER OF THE DAT
	Company Downey Unified School District				CUNT		Smart Techno	logy Solu	tions	
AUTHORIZATION	Authoria			^	~~~		RC Authorized			
AZIS	Signatur	re all	woton	W W COO	SON \	-	nature			
Ą	Print na	me		()	Pri	nt name			
Ė		Chr	istina Aragor			-				
¥	Title			Date		Tit	le		D	ate
	A:	ssociate	e Superinten	dent	12/23/2020					



SERVICE AGREEMENT TERMS AND CONDITIONS

1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.

2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the nonbreaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed \$15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. if Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to

3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc260.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration sheets on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").

4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.

- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE, Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- 7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

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Customer Initials	J	MRC Initials

SA 8-24.1 2 of 3

- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software (2) activate Licensed Software delivered with the Equipment in an inactivated state, or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases" Each Release will be considered Licensed Software governed by the Software License and Licensed Software Software Software from Company or
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly
- 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

	b		
Customer Initials	J	MRC Initials	



II. 8. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$232.33, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in Instructional Support Programs, to be charged to the General Fund.

Supporting Documents



Xerox Financial Services LLC

45 Glover Avenue

MASTER LEASE SCHEDULE - Fair Market Value



NOTWAIK, CT UD050							
Lease Agreement Numb	er:		Dealer I	Name: SoCal Office / MRC S	mart Technologies		
		LESSEE IN	IFORMATION	Construction of the Constr			
Full Legal Name Downey	Unified School Dis	trict	DBA			T. III SOOPPROOF HE SOON	
Billing Address 11627 Bro	ookshire Avenue		City Do	wney	State CA	ZIP Code 90241-4999	
Phone 562-469-653	1 Contact Name Da	arren Pursglove	Contact Em	sglove@dusd.net	Lessee PO# (O	ptional)	
		EQU	IPMENT				
Quantity Model and Description			Quantity	Model and Description			
1	C8155 with Office Finisher &	Hole Punch					
				The state of the s			
Equipment Location (if different from	m Billing Address)						
		TERM, PAYMENT AND PUR	CHASE OPTI	ON INFORMATION	1.00		
Term (in Months): 60	plus the interim Period, i	fany Monthly	Lease Payme	nt: \$ 232.33 plus appli	cable Taxes		
Down Payment Received: \$							
Purchase Option : Fair Mar	ket Value						
ruschase Option . Pair Mai	ket value	1ESSEE /	CCEPTANCE				
BY YOUR SIGNATURE BELO	W. YOU ACKNOWLEDGE THA		THE RESERVE OF THE PARTY OF THE	LLABLE LEASE AND THAT YOU	HAVE BEAD AND ACREE	D.TO.AU	
	ONDITIONS SET FORTH HEREI			LEAGLE CEASE AND THAT TOO	HAVE KEAD AND AGKEE	DIOALL	
Authorized Signer	()	Date	-	Fede	ral Tax ID # (Required)		
x (migri	Magazar Mr	\wedge 1	2/23/202	0	95-6006586		
Print Name Christina Aragon Title (Indicate				cate President, Partner, Proprietor, etc.) Associate Superintendent			
LOS ESCHERO		LESSOR A	ACCEPTANCE				
Accepted By: Xerox Financial	Services LLC	Name and Title			Date	and a second	
	AT 15 TO 18 17 ST 17 ST 17 ST	TERMS &	CONDITION				
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Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.



Service Agreement

CUSTOMER INFO	Name Address City State Phone	11627 Brook	ied School District ZIP 902	241	Name Address City State Phone	11627 Brookshi	d School District ire Avenue d School District ZIP 90241
SERVICED DEVICES	Make / Mod	lel S	erial Number	Starting BW/d		Lo Instructional Su	ocation / Notes
AGREEMENT DETAILS	Device Grou Color MFP, BW Color MFP, CLR	ıp	Monthly Allowance 0	Payment	Overage Rate 0.005 0.05	X All i	ed items nclusive (no staples) ecial Instructions
AG	Base Billing Overage Billing	Monthly Quarterly	_ Total	\$0.00	Term 60	Start	End
EQU	TOMER AGREES TO PLIPMENT LISTED ON TH	installation JRCHASE AND MRIE ATTACHED SCHE	DULE A ("EQUIPMENT") IN	ACCORDANCE WI	TH THE TERMS AND C	ONDITIONS OF THIS	HERWISE STATED HEREIN, FOR THE AGREEMENT, WHICH IS ATTACHED
ON	WHICH NEW EQUIPME AGREEMENT AND ACK	NT IS INSTALLED BY		SIGNATURE DATE	BELOW. BY SIGNING, C	USTOMER AGREES T	STARTS ON THE LATER OF THE DATE TO THE TERMS AND CONDITIONS OF
NO	Company	Downey U	nified School Dist			Smart Techno	logy Solutions
ZATI	Authorized Signature	Mentera	Max	Control of the Contro	MRC Authorized Signature		
AUTHORIZATION	Print name	VW W			Print name		
H	The second secon	stina Aragon	C		c		
AU	Title	sina Aragon	Date		Title .		Date
		Superintendent		23/2020	- T		



SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.
- 2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the nonbreaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed \$15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
- 3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").
- 4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.
- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- 7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

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Customer Initials	3	MRC Initials

- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third-Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third-party support services provider.
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively,

"Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.

19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

Customer Initials	9	MRC Initials
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II. 9. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$223.31, with a cost-per-copy rate of \$0.005 per B&W copy, and \$0.05 per Color copy, for use in the Maintenance Department, to be charged to the General Fund.

Supporting Documents



Xerox Financial Services LLC

45 Glover Avenue Norwalk, CT 06856

MASTER LEASE SCHEDULE - Fair Market Value



Lease Agreement Number:					4 0	
		Dealer	Name: SoCal Office / MRC Sm	art Technologies		
Downey Unifie	d School District	LESSEE INFORMATION				
Billing Address 11627 Brooksh		City Do	wnov	State	ZIP Code	
Phone 562-469-6531	Contact Name	Contact Em	wney	CA Lessee PO# (Op	90241-4999	
002 400-0001	Darren Pursgl		sglove@dusd.net	Case For (op	contain	
Quantity Model and Description	PASE with Office Flank	EQUIPMENT Quantity	Model and Description			
,	8155 with Office Finisher					
Equipment Location (if different from Billing Addr	ess)			*		
Term (in Months): 60 plus Down Payment Received: \$ Purchase Option : Fair Market Value	the interim Period, if any	AND PURCHASE OPTION		ole Taxes		
BY YOUR SIGNATURE BELOW, YOU A APPLICABLE TERMS AND CONDITION	CKNOWLEDGE THAT YOU ARE ENTERING S SET FORTH HEREIN AND ON PAGES 1 /	LESSEE ACCEPTANCE G INTO A NON-CANCE AND 2 OF THE LEASE	LLABLE LEASE AND THAT YOU HA	VE READ AND AGREED	TO ALL	
X Christing		12/23/2020	Federal Tay (D. # (Regulated)		read:	
Christina Aragon Title (indicate			Associate Superintendent			
Accepted By: Xerox Financial Services LLC	Name and Title	LESSOR ACCEPTANCE				
-1 Filming Scharces Cr	C Wante and Title			Date		
		ERMS & CONDITIONS				
	ON THE PERSON NAMED IN COLUMN 1	anno a conditions			anna Harrisa	

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Service Agreement

OF Address City State	11627 Brooksh Downey			Name Address City	Downey Unified 11627 Brookshire Downey		trict
-179 -00 /	CA	ZIP 902	41 5	State	CA	ZIP	90241
Phone	562-469-6532			Phone	562-469-6500	************	
Make / Mode Xerox / C8155	Se	rial Number	Starting N BW/C		Loc Maintenance	cation / No	otes
See Sche	dule A for more	devices.					
Device Group)	Allowance	Payment	Overage Rate	Include	d items	
Standard BW Copi Standard CLR Copi		0		0.005	_X All in	clusive (no	staples)
Base Billing	Monthly			Term	<u> </u>		
Overage Billing	Quarterly	Total	\$0.00	60	Start	En	d
MRC 360 APR		Name			Phone		
PMENT LISTED ON THE TO (TOGETHER, THIS "A VHICH NEW EQUIPMEN	ATTACHED SCHEDI GREEMENT"). PAPE T IS INSTALLED BY N	AGREES TO PROVIDE N JLE A ("EQUIPMENT") IN R, LABELS, TRANSPARENC MRC OR THE CUSTOMER HE AGREEMENT IS NOT B	I ACCORDANCE WITH CIES, OR STAPLES ARE SIGNATURE DATE BE	H THE TERMS AND C ENOT INCLUDED. THE ELOW. BY SIGNING, C	ONDITIONS OF THIS A AGREEMENT TERM S USTOMER AGREES TO	AGREEMENT, TARTS ON TH	WHICH IS ATTACH E LATER OF THE DA
	Downey Un	ified School Dist	rict	MRC	Smart Technol	ogy Solut	ions
Company			N.	IRC Authorized		17774	
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- 3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").
- 4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.
- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- 7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

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Customer Initials	9	MRC Initials

- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreem
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

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Customer Initials	9	MRC Initials
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II. 10. RATIFY a 60-month lease for the lease of Xerox AltaLink Model C8155 production multifunction printer/copiers, at the monthly lease rate of \$193.58, with a cost-per-copy rate of \$0.006 per B&W copy, for use in the Purchasing - Central Warehouse, to be charged to the General Fund.

Supporting Documents



Xerox Financial Services LLC

45 Glover Avenue Norwalk, CT 06856

MASTER LEASE SCHEDULE - Fair Market Value



Not walk, C1 00000						
Lease Agreement Number:		Dealer Name: SoCal Office / MRC Smart Technologies				
	LESSEE II	NFORMATION				
Downey Unified Scho	ool District	DBA				
11627 Brookshire Ave	enue	City Downey	State CA ZIP Code 90241-4999			
Phone 562-469-6531 Contact	Darren Pursglove	dpursglove@dusd.net	Lessee PO# (Optional)			
	EQL	IPMENT				
Quantity Model and Description		Quantity Model and Description				
1 B8155 with	Office Finisher					
Equipment Location (if different from Billing Address)						
	TERM, PAYMENT AND PU	RCHASE OPTION INFORMATION				
Term (in Months): 60 plus the interim	Period, if any Monthly	Lease Payment: \$ 193.58 , plus appli	icable Taxes			
Down Payment Received: \$						
Purchase Option : Fair Market Value						
	LESSEE A	ACCEPTANCE				
BY YOUR SIGNATURE BELOW, YOU ACKNOWLE APPLICABLE TERMS AND CONDITIONS SET FOR			HAVE READ AND AGREED TO ALL			
Authorized Signer X Church I Market Signer	Date	2/23/2020 Fede	95-6006586			
Christina Aragon	Title (indica	te President, Partner, Proprietor, etc.) Associate	e Superintendent			
	LESSOR	ACCEPTANCE				
Accepted By: Xerox Financial Services LLC	Name and Title		Date			
	TERMS 8	CONDITIONS				
AND SERVICE OF THE SE	TERMS 8	CONDITIONS				

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.





Service Agreement

0	Name	Downey Unified School District			Name	Downey Unified School District			
B 7-23	Address		kshire Avenue		O	Address	11627 Brookshir		
SHIP TO	City		nified School Distric		BILL TO	City	Downey Unified	School Dis	trict
SH	State	CA	ZIP	90241	8	State	CA	ZIP	90241
	Phone	562-469-65	32			Phone	562-469-6532		
Xero	Make / Mode ox / B8155	el —	Serial Number		ing Me		Lo	cation / No	otes
	See Sche	edule A for m	nore devices.						
	Device Group	p	Monthly Allowance	Payment		Overage Rate	Include	ed items	
Star	ndard BW Cop	ier	0	-	_	0.006	X All in Notes / Spe	clusive (no	
	e Billing	Monthly				Term	-		
Ove	erage Billing	Quarterly	To	tal \$0.00		60	Start	En	d
NOIL	MRC 360 API								
COLLECTION	Accept i	nstallation	Name Email				Phone		
PMEN TO (T VHICH	IT LISTED ON THE OGETHER, THIS "A I NEW EQUIPMEN	ATTACHED SCH AGREEMENT"). P IT IS INSTALLED	MRC AGREES TO PROV HEDULE A ("EQUIPMEN APER, LABELS, TRANSP BY MRC OR THE CUSTO AT THE AGREEMENT IS	IT") IN ACCORDANCE ARENCIES, OR STAPLE OMER SIGNATURE DE	E WITH ES ARE N ATE BEL	THE TERMS AND C NOT INCLUDED. TH OW. BY SIGNING, (CONDITIONS OF THIS E AGREEMENT TERM S CUSTOMER AGREES TO	AGREEMENT, STARTS ON TH	WHICH IS ATTACH
AGRE	npany	Downey	Unified School	District		MRC	Smart Technol	ogy Solut	ions
57					D 40				
Con	horized	Sta	2010	\sim		C Authorized			
Con Aut Sign	nature M	with	Da Car	Qn_	Sig	nature			
Con Aut Sign	nature M nt name	ina Aragon	20 Arag	97	Sig				



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- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its Licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
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Customer Initials	1	MRC Initials	

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- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreem
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may; (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litization is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

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II. 11. RATIFY a 60-month lease for the lease of Xerox PrimeLink Model B9100 and PrimeLink C9070 production multifunction printer/copiers, at the monthly lease rate of \$847.66, with a cost-per-copy rate of \$0.0043 per B9100 B&W copy, \$0.0076 per C9070 B&W copy, and \$0.055 per Color copy, for use at Downey Adult School, to be charged to the Adult School Fund.

Supporting Documents



Xerox Financial Services LLC

45 Glover Avenue

MASTER LEASE SCHEDULE - Fair Market Value



Norwalk, CT 06856					
Lease Agreement Number:		Dealer I	Name: SoCal Office / MRC Si	mart Technologies	
AT A VALUE AT A CO. III A SAN	LESSEE IN	FORMATION			
Downey Unified S	chool District	DBA			
Billing Address 11627 Brookshire	Avenue	City Do	wney	State CA	ZIP Code 90241-4999
^{Phone} 562-469-6531	Contact Name Darren Pursglove	Contact Em	rsglove@dusd.net	Lessee PO# (Op	otional)
	EQU	IPMENT	STATE OF THE PROPERTY OF THE P	en e	
Quantity Model and Description	At LIGE & Charle Finisher	Quantity	Model and Description		
	th HCF & Staple Finisher	_			
1 C9070 wi	th BR Finisher & C/Z Fold				
Term (in Months): Down Payment Received: \$	12340 Woodruff Ave., Downey, CA 90241 TERM, PAYMENT AND PUF Interim Period, if any Monthly Monthly		on INFORMATION ent: \$ 847.66, plus applie	cable Taxes	
Tarenase Option: Tan Market Value	LESSEE	ACCEPTANCE			
	OWLEDGE THAT YOU ARE ENTERING INTO A		ELLABLE LEASE AND THAT YOU I	HAVE READ AND AGREE	D TO ALL
Authorized Signer X	Date .	12/23/202	O Fede	95-6006586	
Print Name Christina Aragon	Title (indice	ate President, Par	tner, Proprietor, etc.) Associate	e Superintende	nt
ASSESSED FOR STATE		ACCEPTANC			
Accepted By: Xerox Financial Services LLC	Name and Title			Date	
	TERMS 8	CONDITION	S		

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, the terms and conditions of which are fully incorporated into this Schedule, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.





Service Agreement

Downey Address Downey Address 12340 Woodruff Ave Downey Unified School District Downey Unified School Downey Unified Double Maintenance Service, Parts, And Supplies Unitess Otherwise StateD Health, Print Downey Unified Downey Unified Unified Unified Downey Unified Unified Signature Downey Unified Unified Signature Downey Unified Unified Signature Downey Unified Unified Unified Signature Downey Unified U	Name	Downey Adu	lt School			Name	Downey Unific	ed School Dis	trict
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SERVICE AGREEMENT TERMS AND CONDITIONS

- 1. This required Service Agreement Terms and Conditions ("Agreement") is attached to and made a part of the Service Agreement between Customer and MRC. This Agreement covers required maintenance and all toner and ink cartridges ("Supplies") provided by MRC necessitated by normal use by the Customer, as listed on page one, of Newly Acquired Machines from MRC as listed on Schedule A, and Pre-Existing Customer Machines. Damage to the Equipment or its parts caused by misuse, abuse, or negligence beyond MRC's control are not covered. MRC reserves the right to replace the Equipment rather than repair it, at no cost to the Customer, if it is determined by MRC service personnel that it is more cost effective. In the event Equipment cannot be repaired by MRC due to age, expected life meter range, excessive volume usage, chronic failure, parts unavailability or other reasons outside of MRC's control, Customer has the option of replacing it by purchasing new Equipment, or a mutually agreed upon used piece of Equipment, or rebalancing its fleet. MRC may terminate this Agreement in the event: preexisting Customer Equipment is not in good working order as of the Start date of the Agreement, or any Equipment is: modified, altered, serviced by personnel other than those authorized by MRC, damaged in a move, given supply items other than those provided by MRC that, in MRC's judgment, increase the cost of basic service, and in all such cases Customer agrees to pay MRC for MRC Supplies installed in Customer's Equipment that will be left with Customer at contract termination. Parts and drums required for repair may be recovered or reprocessed, and replaced parts and drums will become the property of MRC at its option. The Customer's Equipment installation site must, at all times, conform to manufacturers recommended space, electrical, and environmental requirements. Customer will provide, at no charge to MRC, access to the Equipment. When customer initiates the request for repair, if access is denied for greater than fifteen minutes, then Customer will pay a separate labor charge. MRC Onsite service hours are from 8:00am to 5:00pm Monday through Friday excluding MRC Holidays. This Agreement covers Equipment Analyst Services/Network Support provided by MRC for the first 30 days from the Start Date only. Analyst Services/Network Support beyond the initial 30 days is offered by MRC on a separate Assurance+ Support Agreement or billed hourly. This Agreement excludes removing data from the Equipment. Customer is responsible for data stored on the equipment. Data wipes, hard drive removals and other security services are offered by MRC on a separate agreement. More information on Data Security and Network Support Services is available on our website www.mrc360.com/solutions/assurance-plus-contract.
- 2. Except as otherwise expressly indicated herein, this Agreement is non-cancellable and will commence on the Start Date and remain in effect throughout the term as stated on the signature page. Upon expiration, this Agreement will automatically renew on a month to month basis (each a "Renewal Term") unless either party provides the other with written notice of its intent not to renew this Agreement at least 30 days before the end of the Term. If a party is in material breach of its obligations under this Agreement and fails to cure such breach within thirty (30) days from the date it receives written notice from the non-breaching party which sets forth in reasonable detail the nature of the breach, then the nonbreaching party shall have the option to terminate this Agreement immediately by written notice. MRC reserves the right to cancel this agreement, at any time, and without cause. Any charges during the Renewal Terms will be billed in the same manner as set forth herein. The Base Rate will be billed in advance of the time period covered. The Overage Rate will be billed at the end of the time period covered. Unused allowances expire at the end of the applicable billing period and are not carried over to future periods. Customer agrees to remit payment for MRC invoices within thirty (30) days of invoice date. Any invoice(s) open and undisputed shall be assessed a late fee, not to exceed 10% of Total Invoice. All taxes resulting from this Agreement are the responsibility of the Customer. Shipping charges will be billed at \$9.98 per month for autoshipments. If customer ops out of autoshipments they agree to be billed \$15.00 per supply order. Customer parking charges incurred by MRC Service Technicians in connection with this Agreement will be billed to the Customer. All Magnetic Ink Character Recognition toner (MICR toner) ordered by Customer will be invoiced separately at an additional charge unless specifically identified and incorporated within this Agreement. If Customer fails to timely pay invoices when due, MRC, at its sole discretion, may (1) refuse to provide service and or Supplies until past invoices are paid in full, (2) furnish all future service and Supplies on a C.O.D. "Per Call" basis at MRC's rates and/or (3) accelerate all remaining amounts due hereunder and terminate this Agreement. MRC may increase either or both the monthly Base Rate or the Overage Rate on an annual basis. MRC shall be entitled to and Customer shall pay all costs and expenses, including attorneys' fees incurred by MRC in any collection efforts of any amounts due hereunder. A Page/Print/Copy/Image is defined as a standard 8.5" x 11" Page/Print/Copy/Image. MRC reserves the right to charge an appropriate additional amount for sizes over 8.5" x 11". If Customer requires any specialized procedure or invoicing, Company reserves the right to bill an administrative fee not to
- 3. Customer is required to notify MRC within one week upon installation of any additional Equipment at Customer's site capable of using MRC Supplies provided by MRC under this Agreement. Upon installation of said Equipment, such Equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this Agreement. For Equipment Adds or Remove, Customer must print out and submit to MRC a configuration sheet generated from the Equipment being added or removed showing current meter reads. The Equipment Serial Number and Date must be clearly printed or written on the configuration sheet. Configuration sheets may be emailed to MRC at mrccontracts@mrc360.com or faxed to 858-573-1962 with a proper cover sheet. If Customer is unable to provide configuration sheets in a reasonable amount of time, MRC will, at its sole discretion, convert the Equipment to MRC's current flat rate monthly pricing program. Customer agrees to pay the monthly flat rate pricing charges until a current configuration report is provided and customer requests to change the equipment pricing program to a cost per page program. If MRC is unable to collect a start meter read on any device listed on Schedule A, then MRC will convert the Equipment to MRC's current flat rate monthly pricing program. MRC reserves the right to refuse Service and Supplies on certain devices and can elect to refuse to flat rate devices based on age of the Equipment. MRC reserves the right to convert any Equipment on MRC's Flat Rate Service Programs to MRC's current Cost Per Copy rates for all machines that are reporting on the MRC approved remote meter collection software ("360-App").
- 4. REMOTE METER COLLECTION. Customer agrees to install the MRC approved remote meter collection software ("360-App") on its server or network PC which will allow MRC to collect meter reads and monitor supply levels to detect the need to ship refills on a timely basis. Customer agrees to provide MRC reasonable assistance as required to maximize the number of Equipment reporting remotely to MRC. Equipment that will not report remotely will be identified and an alternate method of meter collection will be assigned. Reads can be reported via email to mrcmeters@mrc360.com. In the event meter reads are not reported for any Equipment, MRC will estimate usage of such unreported Equipment based on internally established procedures for billing purposes. The pricing of this Agreement has factored in the 360-App being installed and reporting meters automatically. If the 360-App is offline for greater than one (1) billing cycle or customer refuses to allow 360-App to be loaded, a \$5.00 fee will apply per month per Device.
- 5. TAXES. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
- 6. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
- 7. SUPPLIES. Supplies provided under this Agreement shall remain the property of MRC provided however, Customer may use any Supplies delivered to the Customer's Site under this Agreement in the Equipment on an as-needed basis, and the ownership rights to the Supplies shall transfer from MRC to Customer upon Customer's full payment for such Supplies. Customer agrees the Supplies in this Agreement are provided based on the industry standard 5% page area coverage. When Customer's ordering or receipt of Supplies multiplied by the manufacturer's standard yield of pages is actually higher than the pages billed under this Agreement then Customer agrees to pay MRC's separate invoice for excess supply usage within five (5) business days of the date on the supplemental supply invoice. Customer agrees that MRC may periodically pick up any Supplies at the Customer's Site that MRC deems is over normal stocking quantity. Customer shall promptly return to MRC all Supplies not installed in Equipment at the termination or expiration of this Agreement or pay for any Supplies not returned within five (5) business days.

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Customer Initials	9	MRC Initials	

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- 8. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrink-wrap license agreement or otherwise made subject to a separate license agreement.
- 9. SOFTWARE SUPPORT. Except for Products and/or Third-Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreem
- 10. WARRANTY. You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
- 11. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
- 12. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
- 13. ASSIGNMENT. Neither Party may assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing. MRC MAY ASSIGN OR TRANSFER the Agreement to Xerox Corporation, or another party in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, without consent.
- 14. NOTICES. All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly 15. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
- 16. FAX/ELECTRONIC EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
- 17. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.
- 18. REPLACEMENT GUARANTEE. Should your Printer mainframe fail to perform as outlined above, you must notify MRC at its corporate address in care of the Director of Service. MRC will have 30 working days to repair your Printer to factory specifications or, if unable to do so, replace it with a device of equal capabilities and features, at no additional cost to you. Replacement guarantee does not apply to Printers with manufacturer date greater than 7 years at point of failure.
- 19. CANCELLATION CLAUSE. To opt out of the Maintenance Agreement for MPS contracts only, the customer must provide a 60 day notice in writing and pay one times the base amount for the number of years of the contract. For example, 3 years (36 months) contracts have a termination fee of 3 times the monthly base payment. If the contract includes equipment built in the monthly payment, then the remianing balance of that equipment is owed in addition to the fee of one times the base for the number of years of the contract. If the contract included a promotion of deferred payments or free payments for the duration of the contract, then the contract is not cancellable.

	m		
Customer Initials	elf	MRC Initials	



II. 12. RATIFY the First Amendment to Service Agreement No. 202021-64 with Grupo Crecer, Inc. to provide additional parent education workshops at the Pace Training Center from September 29, 2020 through November 17, 2020.

Supporting Documents



D.U.S.D. Agreement No. Purchase Order No.

Board Approval Date: 1st Amendment Approval Date: January 12, 2021

202021-64 PO2W-21*177 July 20, 2020

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to SERVICE AGREEMENT is made this 12th day of January 2021, between Grupo Crecer, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT No. 202021-64 approved by the Board of Education on July 20, 1. 2020 and amended January 12, 2021 to provide additional Parent Education Workshops from September 29, 2020 through November 17, 2020, to include the following:
 - A. By adding the service of ninety-three (93) additional parents to line 1 of the Purchase Order per the attached Service Proposal dated November 19, 2020; and
 - B. By increasing the AGREEMENT amount by NINE THOUSAND, THREE HUNDRED DOLLARS AND NO/100 (\$9,300.00) from a total of THIRTEEN THOUSAND, SEVEN HUNDRED DOLLARS AND NO/100 (\$13,700.00), for a total AGREEMENT amount of TWENTY-THREE THOUSAND DOLLARS AND NO/100 (\$23,000.00)
- Where any Article or portion is amended or superseded, the balance of that Article not 2. specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT No. 202021-64, shall remain in full force and effect.

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

GRUPO CRECER, INC.

Grover Bravo

OF LOS ANGELES COUNT

Christina Aragon

Executive Director

Associate Superintendent, Business Services

DOWNEY UNIFIED SCHOOL DISTRICT

EXHIBIT "SERVICE PROPOSAL"

If applicable, attach exhibit; if not, delete page.



SERVICE PROPOSAL

The purpose of this Service Proposal is to detail the working relationship between the **Grupo CRECER** organization and **Downey Unified School District** in the delivery of the Grupo CRECER Family Strengthening parent education program.

Goal: The goal of this collaborative effort is to improve student's academic success through the delivery of parenting workshops for parents of Downey Unified School District covering topics that emphasize improved communication, family structure, reduced family abuse, and the identification and strengthening of children's academic skills.

Objective:

To conduct a series of eight, 2-hour parent education workshops once per week (Tuesdays, Morning and Evening classes will be held from 8:45 a.m.- 10:45 a.m. and 6:00 p.m. to 8:00 p.m.) for 8 weeks at Pace Training Center and Online, starting, September 29,2020 and ending, November 17,2020.

Topic Options

Grupo Crecer offers seven different topics, delivered in eight, 2-hour workshops conducted once per week for 8 weeks.

The topic offered for these two sessions is:

Topic to be determine in a later date

Language Options

Schools wishing to provide the Grupo CRECER program in Spanish and English may choose from two options:

- Separate Spanish language and English-language groups Grupo CRECER offers its culturally tuned programs in Spanish or English. The topics presented use specific words, expressions, examples, and symbols relevant to the language of the participating group. Grupo CRECER will provide a culturally competent educator and materials for either Spanish or English-speaking groups. Each group is scheduled and billed as an Independent series.
- Translation Spanish-language group
 In the event that Downey Unified School District cannot provide their own class translator, Grupo
 CRECER will provide simultaneous Spanish-English translation for the English-speaking participants.
 DUSD will be billed for translator time (at a rate of \$60.00 per hour) and will be responsible for
 providing electronic translation equipment (available from the school district.)

Grupo CRECER will be responsible for delivering the workshops as per this Service Agreement. Downey Unified School District will assist Grupo CRECER in the capacity listed below.



GRUPO CRECER WILL PROVIDE:

- Professional facilitators for every session
- All outlines, handouts, brochures and materials for each week's session for each participant
- Professional parent recruitment services for each session
- ✓ Will report at the end of the program a list with attendance, number of parents completing the program, description of common Issues and suggested follow-up
- A certificate of completion for each participant at the end of the series

Downey Unified School District WILL PROVIDE:

- An appropriate learning space for all sessions
- ✓ Child Care
- Translation equipment (if translation option is chosen)

The term of this Service Proposal is for the duration of the 2020-2021 school year.

Compensation:

Downey Unified School District will compensate Grupo CRECER for these series of parent education workshops provided in person and online. Fees are as follows:

The additional amount of \$9,300 fee will be charged for the service of 93 additional parents. The Original proposal was for the amount of \$12,500 to service 125 parents. Grupo Crecer will service a total of 218 parents; total amount is \$21,800 for parent education.

Fees include all services and provision as stated above.

Beyond monetary compensation, the collaboration between all parties will assure that the issue of improving academic success is being more fully addressed in the District's schools and communities, and that the model of family strengthening is further being formalized for the benefit of all partners.

Grupo CRECER will submit an invoice payable one week before the completion of each series. All payments to Grupo CRECER are subject to net 15 days terms and completed performance, and acceptance of the services by Downey Unified School District.

Grover Bravo Executive Dig

DUSD Representati

11/19/2020



II. 13. APPROVE Amendment No. 1 to Independent Consultant/Professional Services Agreement with Vital Inspection Services, Inc. to cover additional costs and extension of time associated with inspection services for Food Services Department projects.

Supporting Documents

Amendment No. 1 - Vital Inspection Services - Inspection Services at Williams ES and District Walk...

AMENDMENT NO. 1

TO

INDEPENDENT CONSULTANT/PROFESSIONAL SERVICES AGREEMENT BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT

INIFIED SCHOOL DISTRICT

AND

VITAL INSPECTION SERVICES, INC.

This Amendment No. 1 to the Independent Consultant/Professional Services Agreement ("Amendment") is made and entered into on December 16, 2020, between Vital Inspection Services, Inc., a California corporation ("Contractor") and Downey Unified School District, a California public school district located in Downey, California ("District") (collectively, the "Parties").

RECITALS

- WHEREAS, Contractor and District previously entered into the following contract: Independent Consultant/Professional Services Agreement between Downey Unified School District and Vital Inspection Services, Inc., dated as of July 8, 2020 ("Agreement");
- B. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- I. Replace Section 2 of the Agreement, captioned "Term", with the following:
 - 2. Term. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be extended and remain and continue in effect until January 31, 2021. The duration of the services provided under this Agreement.
- II. Replace Section 4 of the Agreement, captioned "Compensation", with the following:
 - 4. Compensation. Consultant's fee for the performance of Consultant's Services shall be on an hourly basis and/or a per unit basis, as indicated in Exhibit B (Prices for Services). District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Thirty Seven Thousand Five Hundred Eighty Eight Dollars and Thirty Cents (\$37,588.30) which is Twenty One Thousand Four Hundred Seventy Two Dollars (\$27,472) from the Agreement plus an additional Sixteen Thousand One Hundred and Sixteen Dollars and Thirty Cents (\$16,116.30) added pursuant to this Amendment. District shall pay Consultant according to the following terms and conditions:
 - 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. If Consultant performs Services for more than one site, Consultant shall prepare a separate, itemized statement for each site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Consultant to submit its invoice for a particular month's work. No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.

- 4.2. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.
- III. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Trustees ("Board"). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.
- IV. All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Agreement, the provisions of this Amendment shall control.

ACCEPTED AND AGREED on the date indicated below:

Dated: December 16, 2020	Dated: December 16 20	020
DOWNEY UNIFIED SCHOOL DISTRICT	VITAL INSPECTION SERVICES, INC.	
Ву:	By:	
Print Name: Christina Aragon	Print Name: Philip Barragan	
Print Title: Associate Superintendent, Business Services	Print Title: President	



II. 14. RATIFY the Inter Child Nutrition Program Vending Agreement, Simplified Accounting for CACFP At-Risk Afterschool Supper for the period of December 17, 2020 through June 30, 2021.

Supporting Documents

Food Service Inter-Program Vending Agreement-CACFP- MM Signed - Food Services

Inter Child Nutrition Program Vending Agreement Simplified Accounting for CACFP At-risk Afterschool Supper Downey Unified School District

This agreement, made on this 12th day of January, 2021 within the Downey Unified School District, hereinafter referred to as program operator, between the program operator's food services **National School Lunch Program and School Breakfast Program** hereinafter referred to as SNP and the program operator's **Child and Adult Care Food Program At-Risk Afterschool Supper Program**, hereinafter referred to as CACFP, for the purpose of providing snack and supper to programs within the program operator eligible to claim under CACFP.

Services: The program operator's SNP agrees to operate in accordance with current CACFP regulations and provide a snack and supper under this agreement to the program operator's CACFP which comply with CACFP requirements established by the U.S. Department of Agriculture (USDA). The number of snacks and suppers provided will be equal to the number of snacks and suppers requested by the programs including necessary trays, dishes, utensils, straws, napkins, and certified food safety manager or food handler.

Fees: The program operator's SNP will charge the program operator's CACFP at rates that ensure that neither the SNP nor CACFP are subsidizing the other program through this agreement. Rates will be calculated on an annual basis and will include food costs; labor costs associated with production, serving, and administration; transportation costs; and other overhead costs. The SNP will provide all of the labor, supplies and equipment necessary to prepare the meals.

The rates for this agreement will be effective for School Year 2020/2021 (July 1 to June 30). All rates will be as follows:

Snack: \$1.00Supper: \$3.00

Meal Counts: The program operator's food services staff will perform meal counts for reimbursement claims counted at the point of service by the program receiving reimbursable meals. The program operator will assume responsibility for any overclaims identified during a review or audit.

Invoicing: The program operator's SNP will submit to the program operator's CACFP itemized monthly invoices for the meals provided by the program operator's SNP. The SNP shall invoice for all snacks and meals delivered to the CACFP.

Payment: Upon receipt of the invoice, the program operator will transfer the amount indicated on the invoice from the program operator's CACFP account to the program operator's SNP account. The transfer must be adequately documented and in accordance with all federal, state, and local regulations and laws.

The SNP Program Operator's Responsibilities: The program operator's SNP must ensure that all snacks and meals comply with CACFP meal requirements established by the USDA. Meals will be either prepared at the Central Kitchen or at the other SNP

operated school kitchens. The Central Kitchen and/or the program operated school kitchens will maintain the appropriate state and local health certifications for the facilities.

The CACFP Program Operator's Responsibilities: The program operator's CACFP site staff will work and communicate with the program operator's SNP Central Office on the number of meals to be sent to the CACFP program to ensure enough meals are ordered and waste is minimized. CACFP will be responsible for all ordered meals, regardless of whether or not the meal is served. The program operator's CACFP must notify SNP of any special diet substitutions in compliance with USDA requirements.

The program operator acknowledges that any programmatic cost not included in per meal cost listed under the fees section must be directly charged to the CACFP account and accounted for using the appropriate documentation. Failure to abide by this requirement may result in the cost being disallowed and the state agency billing or seeking reimbursement from the program operator's general fund.

Child Nutrition Program Responsibilities: The program operator's food service will claim reimbursement from the state agency for all meals served to children enrolled in the SNP and CACFP.

The program operator's food services will perform the following:

- Food preparation and meal service
- · Meal counting and claiming
- Daily and monthly edit checks
- · Staff training and site monitoring
- Yearly CACFP sponsor training
- Time and accounting including at least one PAR for the Child Nutrition Director

The program operator food services will comply with all USDA civil rights requirements.

Transport records from the Central Kitchen or other school kitchen sites will include the following information:

- Name of the program serving the meal
- Number of meals provided
- Temperature of the food

The term of this agreement will only for one school year and be from the date of signature below through June 30, 2021. This agreement may be revised as necessary. This agreement will not exceed one school year and can be renewed annually.

Associate Superintendent of Business Services	Date	
	12-17-20	
Food Service Director	Date	1007-212



II. 15. RATIFY Agreement for Construction Services No. 202021-222 with KYA Service, LLC, Santa Ana, to furnish and install flooring in white classrooms and grey classrooms 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 - White and Grey Classr..



NOTICE TO PROCEED

Dated:	November 6 , 20 20	
TO: KYA Services, LLC ("Contractor")	<u> </u>	
ADDRESS: 1800 E. McFadden Aver	nue, Santa Ana, CA 92705	
PROJECT: Stauffer Middle School Flo	ooring in White and Grey Classrooms	
PURCHASE ORDER NO.: Pos Unified School District and Cor		_ between the Downey
November 9 , obligations under the Contract	ract Time under the above Contract 20^{20} . By that date, you are to so Documents. In accordance with December 4, 20^{20}	tart performing your the Agreement executed by
Thank you. We look forward t		
and development of the second	1	
	DOWNEY UNIFIED	, /
	BY: Kirren	/ muestac
	NAME: Darre	en Purseglove
	TITLE: Director, Puro	chasing & Warehouse

END OF DOCUMENT



SHIP TO:

Stauffer Middle School 11985 Old River School Road Downey, CA 90242 562-904-3565

BILL TO:

District Office
Accounts Payable
11627 Brookshire Avenue
PO Box 7017
Downey, CA 90241



PO2W-64451-3240000-210000001036-1

PURCHASE ORDER NO

PO2W-21000001036

VENDOR: 0000005244	ISSUE DATE	DUE DATE	BUYER NAME	SPECIAL INSTRUCTIONS:
KYA SERVICES LLC	12/02/2020	12/04/2020	Darren Purseglove	 PAYMENT TERMS FOR THIS
1800 E. MC FADDEN AVENUE	VENDOR PHONE	PO TERMS	BUYER PHONE	ORDER ARE NET DUE IN 30 DAYS.
SANIA ANA, CA 92/03	(714) 659-6476	TO THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED	(562) 469-6531	
	VENDOR FAX	SHIP VIA	BUYER FAX	
	(714) 586-5526	Best Way	(562) 469-6536	
VENDOR CONTACT:	VENDOR EMAIL	FOB	BUYER EMAIL	
No Contact		FOB Destination, Freight Pre- Paid	dpurseglove@dusd.net	

Total Line Amount \$ 349,172.63 **Unit Price** 0.00000.0 MOU Quantity 0.00000 Agreement for Construction Services No. 202021-222 ADDITIONAL COMMODITY INFORMATION: Commodity Description Commodity Code 47131802 Line

Agreement for Construction Services with KYA Services, LLC to provide all labor, equipment, and materials to furnish and install flooring in white and grey classrooms at Stauffer Middle School.

(Priced per Covina Valley JPA and Bid #17-18-101).

Upon receipt of this Purchase Order, please contact project coordinator, Mr. Alan Kong, at (213) 610-3643.

Full scope of work and pricing outlined on attached estimate dated

CONTRACTOR NOTE: if it is foreseen that the work to be performed will exceed the not-to-exceed amount of the Purchase Order, please contact the Purchasing Office BEFORE proceeding with the work or issuing an invoice.

WAREHOUSE INSTRUCTIONS:

Stauffer Middle School

Issuer: Kayla Domingo Requestor: Kayla Domingo

\$ 0.00

\$ 349,172.63

Total PO Amount:

\$ 349,172.63

Sub Total:

Tax Total: Freight Total:



SHIP TO:

11985 Old River School Road Stauffer Middle School Downey, CA 90242 562-904-3565

BILL TO:

11627 Brookshire Avenue Downey, CA 90241 Accounts Payable District Office PO Box 7017

Final PURCHASE ORDER NO PO2W-210000001036

PO2W-64451-3240000-210000001036-1

Quantity

NON

Unit Price

Total Line Amount

TERMS AND CONDITIONS/COMMENTS:

Commodity Description

Commodity

Line

Code

contract incred into without proof of registration as required above. In accordance with Labor Code 1771.4, all contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner as specified in Labor Code Section 1776. The Downey Unified School District is required to submit a PWC-100 form alerting the DIR of the services you are providing. Should the registered with the Department of Industrial Relations (DIR) and provide a valid number PRIOR to the commencement of any public work against this order. No bid proposal will be accepted nor any CALIFORNIA SENATE BILL 854 REQUIREMENT!! All contractors and subcontractors intending to bid or perform work on public works projects valued at \$1,000.00 or more are required to be District require additional documentation, we ask that you complete all required documents in a timely manner in order to avoid interruption in the services you will be providing.

Pricing for the above is per the Covina-Valley Unified School District Joint Purchase Agreement (JPA) Bid #17-18-101. Membership into the JPA and use of the piggyback bid approved for use by the Downey Unified School District Board of Education at the meeting of October 6, 2020.

Michael S Martinez

AUTHORIZED/APPROVAL SIGNATURE

Date/Time: 12/02/2020 08:51:07 AM

For Internal Use Only:

21.0-90100.0-91004-85002-6290-3240000 - \$349,172.63

Requisition IDs Referenced:

XREQ-210000002055



Downey Unified School District

Gallegos Administration Center 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6500, FAX: (562) 469-6515

Board of Education

President
Donald E. LaPlante

Vice President Tod M. Corrin

Clerk

D. Mark Morris

Members Giovanna Perez-Saab Barbara R. Samperi Martha E. Sodetani Nancy A. Swenson

Superintendent John A. Garcia, Jr., Ph.D. November 5, 2020

NOTICE OF ESSENTIAL PROJECT AND SERVICES

PROJECT: Stauffer Middle School Flooring in White and Grey Classrooms PROJECT SITE: Stauffer Middle School 11985 Old River School Rd.,

Downey, CA 90242

GENERAL CONTRACTOR: KYA Services, LLC

CONSTRUCTION MANAGER: D.U.S.D./Facilities Planning &

Development

ARCHITECT: LPA Architects
DSA Application No.: N/A

TO WHOM IT MAY CONCERN:

Please take notice that the Downey Unified School District ("District") by resolution of the Board of Education adopted and approved on April 7, 2020 ("Resolution") found as ESSENTIAL certain construction projects which impact the District's mission to provide safe, sanitary and sufficient facilities to promote positive learning outcomes when the COVID-19 pandemic is contained and students return to District facilities. The Project identified above is one of the construction projects designated as ESSENTIAL in the Resolution. A copy of the Resolution is attached hereto as Exhibit "A".

THIS LETTER IS NOTICE TO THE CONTRACTOR THAT THE DISTRICT HAS DEEMED THE PROJECT TO BE ESSENTIAL AND AN ESSENTIAL GOVERNMENT FUNCTION AND THE CONTRACTOR MAY CONTINUE PERFORMING UNDER ITS CONTRACT WITH THE DISTRICT FOR THE PROJECT.

The District also expects Contractor to follow all required guidelines under the orders, including but not limited to complying with certain "Social Distancing Requirements." The District has enclosed the Social Distancing Protocol ("Protocol"), as required by the orders. A copy of the Protocol is attached to the Resolution as Exhibit "B". Contractor must, in addition to all other safety measures already in place or those required in the future:

- Post the Protocol at or near the entrance of the Project site where it is easily viewable by the public and employees.
- Provide a copy of the Protocol to all of Contractor's employees and subcontractors, who must also provide a copy to their employees,
- Fully implement the Protocol, and
- Ensure that all persons on the Project site comply with the Protocol.

The District remains confident that Contractor will take the necessary actions to ensure the progress of the Project, minimize disruption, and implement the means and methods necessary to ensure a safe and functional worksite. The District understands that this is a fluid situation and will continue to be in constant

Downey Unified School District

Gallegos Administration Center 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6500, FAX: (562) 469-6515

communication with Contractor as circumstances require.

Therefore, the District, by this letter, and the Resolution, identifies the Project and the work performed by Contractor and its subcontractors and suppliers, regardless of tier, including travel to and from the Project, to be ESSENTIAL and further identifies Contractor and its subcontractors and suppliers, regardless of tier, on the Project to be providers of ESSENTIAL SERVICES.

DOWNEY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 201920-13

DOWNEY UNIFIED SCHOOL DISTRICT DESIGNATING PUBLIC WORKS PROJECTS AS AN ESSENTIAL GOVERNMENTAL FUNCTION AND DELEGATING AUTHORITY TO DESIGNATE FURTHER PUBLIC WORKS PROJECTS AS AN ESSENTIAL GOVERNMENT FUNCTION

WHEREAS, the Downey Unified School District ("District") has awarded or intends to award public works contracts to contractors and consultants ("Contractor(s)") on the public works projects as further described in Exhibit A attached hereto ("Project(s)"); and

WHEREAS, as a result of the COVID-19 pandemic ("Pandemic"), the District closed its educational facilities and directed District students to engage in distance learning until District students are safe to participate in educational activities at District facilities; and

WHEREAS, the District's core mission is the education of District students, which is imperative to the community, the state, and the country as a whole; and

WHEREAS, the District must provide safe, secure, and updated educational facilities, and it is therefore essential that the District continue to perform work on the Projects during the Pandemic to ensure that District facilities are safe, sanitary and sufficient to promote positive learning outcomes to students when the Pandemic is contained and students return to District facilities; and

WHEREAS, during March 2020, the County in which the District is located, the State of California, and the government of the United States issued multiple orders, directives and/or similar actions mandating or recommending that all individuals stay home or shelter in place to "flatten the curve" of the Pandemic ("Orders"), but exempted individuals performing work on "Essential Infrastructure," including public works projects; and

WHEREAS, the Orders all included exemptions or exceptions for public works or construction projects, essential infrastructure, essential businesses, essential activities, essential government functions, or similar category(ies) of activity that included the construction, modernization, repair, maintenance or remodeling of educational and administrative facilities; and

WHEREAS, some of the Orders instituted social distancing requirements and protocols, the text of an exemplar is attached hereto as Exhibit B ("Protocol").

NOW, THEREFORE, the Governing Board of Downey Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. The above recitals are true and correct.

<u>Section 2.</u> The Projects as identified in Exhibit A attached hereto are each declared essential to the District, are essential to ensure the District's function and for the District to provide safe, secure, and updated educational and administrative facilities.

<u>Section 3</u>. All Contractors, their subcontractors of every tier, and suppliers to the Contractors and subcontractors, are specifically designated as the entities responsible to perform work on the respective Project(s).

<u>Section 4.</u> The Superintendent or his designee may designate applicable District staff or consultants as responsible for overseeing contractors' work on the Project(s).

Section 5. The Superintendent or his designee may take any and all actions reasonably necessary to adopt, implement and to ensure the Contractors adopt and implement the Protocol attached hereto as Exhibit B, and to the extent applicable to the essential Project or services in support of the essential Project, and may make any reasonable changes thereto as may be required for the Project. The District shall post the Protocol at or near the entrance of all District facilities and shall be reasonably viewable by the public and employees. Further, the District shall ensure that the Contractors provide the Protocol to each employee performing work at the Project sites. District staff shall also request from each Contractor an updated safety plan consistent with the Protocol and any applicable public health directives.

<u>Section 6.</u> The Superintendent or his designee may take any and all actions reasonably necessary to continue the construction of each Project as essential to the District.

<u>Section 7.</u> The Board delegates authority to the Superintendent or his designee to determine that other activities for the construction, modernization, repair, maintenance or remodeling of educational and administrative facilities are essential to the District.

<u>Section 8.</u> Nothing herein shall or is intended to relieve Contractors or others performing essential services from their contractual obligations to provide a safe worksite for their employees and to adhere to all governmental Orders.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 7th day of April, 2020, by the Governing Board of the Downey Unified School District of Los Angeles County, California, by the following vote:

AYES: 7
NOES: Ø
ABSENT: Ø
ABSTAIN: Ø

CERTIFICATION

I, Donald E. LaPlante, President of the Board of Education of the Downey Unified School District, Los Angeles County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 7th day of April, 2020, with a copy of the Resolution being on file in the Administrative Office of the District.

President, Board of Education of the Downey Unified School District

List of Exhibits

Exhibit A Project List

Exhibit B Social Distancing Protocol

Exhibit A

Project List

Name of Project	School Site(s)
Griffiths Middle School Modernization	Griffiths Middle School
Sussman Middle School Modernization	Sussman Middle School
Stauffer Middle School Modernization	Stauffer Middle School
Doty Middle School Modernization	Doty Middle School
Warehouse Freezer	District Office Campus
New Flooring - Food Service Area at Williams ES	Williams Elementary School
Legacy Project Certification	All District Sites
Elementary School Painting Project	Gauldin, Lewis, Rio Hondo, Rio San
	Gabriel, Old River Elementary Schools
Boiler/Chiller Replacement	Downey High School-Building R, S, Y
Roofing Replacement	Stauffer Middle School C-North, C-South
Roofing Replacement	Columbus-J Bldg., Warren High Gym
Irrigation Addition	Warren High School
Termite Treatment	Warren High School
Monitoring for Lead and Asbestos Removal at	Gauldin, Lewis, Rio Hondo, Rio San
Elementary Sites	Gabriel, Old River Elementary Schools
Window Replacement	Rio San Gabriel
Sewer Line Replacement	Downey High Food Services
Potable Water Line Repair	Imperial Elementary School

All construction, modernization, repair, maintenance or remodeling of educational and administrative facilities, on-going and undertaken in the future, whether performed by District employees or those under direct contract with District to ensure that District facilities are safe, sanitary and sufficient to promote positive learning outcomes to District students when the Pandemic is over and students return to District facilities. "Projects" shall also include those activities necessary to support these Projects which include, but are not limited to, security, support services and other activities.

Exhibit B

Social Distancing Protocol

Business Name: Downey Unified School District

Facility Address: 11627 Brookshire Ave., Downey, CA

Approximate gross square footage of space open to the public: Varies

BUSINESSES MUST IMPLEMENT ALL APPLICABLE MEASURES LISTED BELOW, AND BE PREPARED TO EXPLAIN WHY ANY MEASURE THAT IS NOT

IMPLEMENTED IS INAPPLICABLE TO THE BUSINESS.

Signage:

✓ Signage at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; and not shake hands or engage in any unnecessary physical contact.

✓ Signage posting a copy of the Social Distancing Protocol at each public entrance to the facility.

Measures To Protect Employee Health (check all that apply to the facility):

- ✓ Everyone who can carry out their work duties from home has been directed to do so.
- ✓ All employees have been told not to come to work if sick.
- Symptom checks are being conducted before employees may enter the work space.
- ✓ All desks or individual work stations are separated by at least six feet.
- ✓ Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:
 - ✓ Break rooms: Custodial staff will disinfect all areas with any activity on a daily basis
 - ✓ Bathrooms: Custodial staff will disinfect all areas with any activity on a daily basis
 - ✓ Other: Custodial staff will disinfect all areas with any activity on a daily basis
- ✓ Disinfectant and related supplies are available to all employees at the following location(s):
- ✓ Hand sanitizer effective against COVID-19 is available to all employees at the following location(s):

 All common work areas and work stations.
- ✓ Soap and water are available to all employees at the following location(s):
- ✓ Copies of this Protocol have been distributed to all employees. Optional—Describe other measures:

Measures To Prevent Crowds From Gathering (check all that apply to the facility):

Limit the number of customers in the store at any one time to $\underline{\text{N/A}}$, which allows for customers and employees to easily maintain at least six-foot distance from one another at all practicable times.

Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.

Placing per-person limits on goods that are selling out quickly to reduce crowds and lines.

Optional - Describe other measures

Measures To Keep People At Least Six Feet Apart (check all that apply to the facility)

- ✓ Placing signs outside the facility reminding people to be at least six feet apart, including when in line.
- ✓ Placing tape or other markings at least six feet apart in customer line areas inside the store and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.
- Separate order areas from delivery areas to prevent customers from gathering.
- ✓ All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.

Optional - Describe other measures: Practice social distancing during pick-up on devices, food, medication, and glasses by keeping the public distanced six feet from each other and staff.

Measures To Prevent Unnecessary Contact (check all that apply to the facility):

- Preventing people from self-serving any items that are food-related.
- Lids for cups and food-bar type items are provided by staff; not to customers to grab.
- ✓ Bulk-item food bins are not available for customer self-service use.
- ✓ Not permitting customers to bring their own bags, mugs, or other reusable items from home. Providing for contactless payment systems - N/A

Measures To Increase Sanitization (check all that apply to the facility):

Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.

Employee(s) assigned to disinfect carts and baskets regularly.

- ✓ Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.
 - Disinfecting all payment portals, pens, and styluses after each use
- Disinfecting all high-contact surfaces frequently.
- * Any additional measures not included here should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

Name: Robert Jagielski, Ed.D., Senior Director, Student Safety, Wellness and Engagement.

Phone number: 562,469-6564



Downey Unified School District

Gallegos Administration Center 11627 Brookshire Avenue, P.O. Box 7017, Downey, California 90241-7017 (562) 469-6500, FAX: (562) 469-6515

Board of Education

President
Donald E. LaPlante

Vice President Tod M. Corrin

Clerk
D. Mark Morris

Members Giovanna Perez-Saab Barbara R. Samperi Martha E. Sodetani Nancy A. Swenson

Superintendent John A. Garcia, Jr., Ph.D. To Whom It May Concern:

The bearer of this document is providing ESSENTIAL SERVICES for an ESSENTIAL governmental function public works project as determined by the Downey Unified School District and as authorized by the County of Los Angeles, the State of California and Federal orders and guidelines. The Project is identified below:

Project Name: Stauffer Middle School Flooring in White and Grey Classrooms

Project Address: 11985 Old River School Road, Downey, California 90242

General Contractor: KYA Services, LLC

This Project is permitted pursuant to (1) California's Executive Order N-33-20 that mandated all state residents to stay home "except as needed to maintain continuity of operations of the federal critical infrastructure sectors," which includes "Construction Workers who support the construction, operation, inspection, and maintenance of construction sites and construction projects (including housing construction)" and (2) the Downey Unified School District's designation of the Project as an essential governmental function.)

PUBLIC NOTICE

Work at this site is done to provide service to Essential Infrastructure.

- Members of the Public are not permitted to enter this site.
- Persons who are experiencing symptoms of respiratory illness, including fever or cough are prohibited from entering this site.
- This site adheres to the communicable disease control recommendations provided by the County of Los Angeles Department of Public Health.
- This site is practicing required social distancing measures.



AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER 202021-222

	PURCHASE ORDER NUMBER
TH : 202	IS CONTRACT is made and entered into this 2 day of November, 20 by and between Kya Services, LLC ("Contractor") and wney 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
	Stauffer Middle School
2.	Contractor shall perform the Work at Stauffer Middle School
	Located at11985 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 <u>December 4</u> , 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]



6.	This Contract incorporates by this reference Contractor, by executing this Contract, agre the Contract Documents. The Contract Documents, as indicated:	es to comply with all obligations set forth	
	Instructions to Bidders Bid Form and Proposal Bid Bond ✓ Noncollusion Declaration Iran Contracting Act Certification ✓ Designated Subcontractors List ✓ Notice to Proceed ✓ Prevailing Wage Certification ✓ Workers' Compensation Certification ✓ Criminal Background Investigation / Fingerprinting Certification ✓ Drug-Free Workplace Certification ✓ Tobacco-Free Environment Certification	Asbestos & Other Hazardous Materials Certification Lead-Product(s) Certification Roofing Project Certification Registered Subcontractor List Insurance Certificates and Endorsements Performance Bond Payment Bond Specifications Plans Exhibit "A" ("Scope of Work") [Other]	
7.	Contractor shall not commence the Work un submitted and the District has approved the (labor and material) bond (if required), the insurance required under the Terms and Conto Proceed.	performance bond (if required), payment certificate(s) and the endorsement(s) of	t
8.	Payment for the Work shall be made in acco	rdance with the Terms and Conditions.	
9.		nitect"), the construction manager on the ("Construction Manager"), and the ("Project es that the Architect, the Construction ision of the State Architect have authority ctor's Work does not comply with the tle 24 of the California Code of Regulation rried on except with the knowledge and or. Project Inspector shall have free acces tractor shall furnish Project Inspector information as may be necessary to keep progress, manner of work, and character of any delay caused by its non-compliant W	ns, ss
10	. Inspection and acceptance of the Work shall of the Facilities	be performed by Vince Madsen, Director Department of the District.	or



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:	November 20, 20 <u>20</u>	L
	ified School District	C
Signature:	motional licean	S
Print Name:	Christina Aragon	P
Print Title:	Associate Superintendent	P
Address:	11627 Brookshire Avenue	L
	Downey CA, 90241	R
Telephone:	(562) 469-6533	P
Facsimile: _	(562) 469-6536	Ţ
E-Mail:	djimenez@dusd.net	F

Dated:	November 3 , 2020
Contractor:	Kya Sérvices, LLC
Signature:	al.
Print Name:	Edwin Jay
Print Title:	Director
License No.:	984827
Registration No.:	1000003379
Address: 1800 E Me	cFadden Ave Santa Ana, CA
Telephone:	(949) 416-6714
Facsimile:	(714) 586-5526
SHAMMACOCHAMIC CHRONIC STARTS	@thekyagroup.com





Information regarding Contractor:

Туре	of Business Entity:	
	Individual	
2000 N	Sole Proprietorship	
	Partnership	
- Total	Limited Partnership	
1	Corporation, State:	Cali forn 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.



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 (8&P 1124.6) 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 (8&P 7071.17).
- Arbitrations are not listed unless the contractor falls 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

> > Licensa 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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TERMS AND CONDITIONS TO CONTRACT

- 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.
- 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.
- 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.
- CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 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.
- 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.
- EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, 15. 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 fallure 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 <u>FORTY-EIGHT (48)</u> 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.
- PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon 25. 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 General Aggregate	\$ <u>1</u> ,000,000 \$ <u>1</u> ,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	\$ <u>1</u> ,000,000 \$ <u>1</u> ,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 filling 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.
- CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, 37. 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.
- 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.



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 Rall 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) Fallure 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.



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.

6 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 falls 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.



EXHIBIT "A" SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.



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
	Tota	I Price		\$349,172.63



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

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.

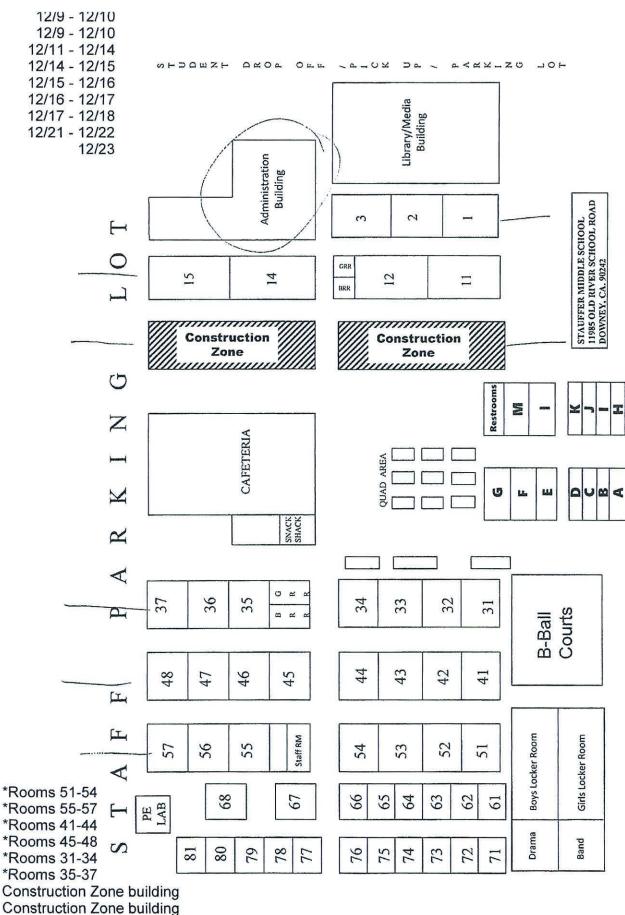
Minimum order 25 - 65 syds depending on color.

Initials .	
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Date: October 29, 2020

Terms: Net 30

Labor: 17-18-101



^{*}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	



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	weg mente and excess
Title:	Title:	Regional Advisor	
Date:	Date:	October 29, 2020	



The undersigned declares:

NONCOLLUSION DECLARATION Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

I am the	Director	of	Kya Services, LLC		
the party makir	(Title)	oina bid.	(Bidder Name)		
The bid is not r	made in the ciation, orga	interest o inization,	f, or on behalf of, any undisclosed person, partnership, or corporation. The bld is genuine and not collusive or		
sham. The bid	der has not d	directly or	indirectly induced or solicited any other bidder to put in ot directly or indirectly colluded, conspired, connived, or		
agreed with an	y bidder or a	anyone el	se to put in a sham bid, or to refrain from bidding. The		
bidder has not	in any mann	er, directly	y or indirectly, sought by agreement, communication, or d price of the bidder or any other bidder, or to fix any		
overhead, profi	t, or cost ele	ment of th	e bid price, or of that of any other bidder. All statements		
contained in th	e bid are tru v breakdown	thereof,	dder has not, directly or indirectly, submitted his or her or the contents thereof, or divulged information or data		
relative thereto, to any corporation, partnership, company, association, organization, bid					
not paid, and v	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 p	perjury un	der 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)		
			Kya Services, LLC		
Proper Name o	f Bidder:		/// /		
Signature:					
Print Name:			Edwir Jay		
Title: Director					



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	
t potati propi	M(x)	
Signature:	Edwin Jay	
Print Name:		
Title:	Director	



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:

- 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:	20	
Print Name:	EdwirkJay	
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 liqu of such endorsement(s).

INSURER S: ACE American Insurance Co. INSURER B: INSURER B: INSURER B: INSURER C: INSURER D: INSURER D: INSURER F: COVERAGES CERTIFICATE NUMBER: INSURER F: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOUNDED AND CONTINUMENT WAS CONTRACT OR OTHER DOCUMENT WAS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SEXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSURER B: INSURER C: INSURER B: INSURER C: INSURER B: INSURER C: INSURER C: INSURER B: INSURER C: INSURER C: INSURER B: INSURER C: INSURER C: INSURER C: INSURER B: INSURER C:	UMBER: OVE FOR THE POLICY PERIO ITH RESPECT TO WHICH THI SUBJECT TO ALL THE TERMS LIMITS ENCE \$ NTED DOCCUTTENCE) \$
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ANY PROPRIETORYPARTNER/EXECUTIVE Y/N E.L. FACH ACCII	DENT \$ 1,000,000
(Mandatory in NH)	EA EMPLOYEE \$ 1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - F	

O->Kelly

11627 BROOKSHIRE AVENUE DOWNEY, CA 90241



CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

Dis	trict ("District") and Kya Services, LLC Contractor" or "Bidder") ("Contract" or "Project").
•	undersigned does hereby certify to the governing board of the District as follows:
	at I am a representative of the Contractor currently under contract with the District; that I am familiar with the sherein certificate, and that I am authorized and qualified to execute this certificate on behalf of Contractor.
	ntractor certifies that it has taken at least one of the following actions with respect to the construction Project that ne 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



	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:						
Q	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						
	DistrictRepresentative'sNameandTitle: Winds Madsen, Senior Director						
	DistrictRepresentative's Signature:						
of s	Contractor's responsibility for background dearance 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.						
Da							
Pro	per Name of Contractor: Kya Services, LLC						
Sig	nature:						
Pri	nt Name: Edwih-Jay						
Tit	e; Director						



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 abovementioned 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	
	O(1)	
Signature:		
Print Name:	Edwin Jay	
Title:	Director	



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 Serviçeş, LLC	
Signature:	40	
Print Name:	EdwinJay	····
Title:	Director	

Agreement for Construction Services - Certifications / Declarations



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	a Other
I,[Name]		, certify that I
have not offered, g contribution, or any roofing project con	iven, or agreed to give, r y financial incentive what: tract. As used in this cer	[Name of Firm] eceived, accepted, or agreed to accept, any gift, soever to or from any person in connection with the tification, "person" means any natural person, business, club, or other organization, entity, or group of individuals
Furthermore, I,		, certify that I
do not have, and the	nroughout the duration of e performance of this con	[Name of Firm] The contract, I will not have, any financial relationship in tract with any architect, engineer, roofing consultant, or that is not disclosed below.
I,	r	, have the following
financial relationsh distributor, or veno	ips with an architect, eng for, or other person in co	[Name of Firm] ineer, roofing consultant, materials manufacturer, nnection with the following roofing project contract Contract Date and Number):
W-01-11-11-11-11-11-11-11-11-11-11-11-11-		
W. W		
disclosure are true of section 3000 et regarding the pena	, or are believed to be tru seq. of the California Pub of the providing false in	t, to the best of my knowledge, the contents of this ue. I further certify on behalf of the Firm that I am aware lic Contract Code, and the sections referenced therein aformation or failing to disclose a financial relationship in uthorized to make this certification on behalf of the Firm.
	artifet certify that I am a	
Date:	**************************************	, 20
Name of Firm:		1 lm
Signature:		VIH
Print Name:		
Title:		



REGISTERED SUBCONTRACTORS LIST (Labor Code Section 1771.1)

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 altiers 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 or 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 o 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:
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Portion of Work:

Agreement for Construction Services - Certifications / Declarations



Subcontractor Name: _		
Portion of Work: _		
Cubcontractor Names		
Portion of Work: _		
Subcontractor Name: _		
Subcontractor Name:		
	November 3, 2020	
Date:	14070111001 3, 2020	
Name of Contractor:	Kya Services, LLC	
Name of Contractor.		
Signature:	// (/	
Digitatare.		
Print Name:	Edwin Jay	
rille Name.		
Title:	Director	
ilde.		

END OF DOCUMENT



DRUG-FREE WORKPLACE CERTIFICATION

PURCHASE ORDER NO .:	PO2W-	210000001036		between the Downey Unified	
School District ("District")	and		Kya	Services, LLC	
("Contractor" or "Bidder")	CALLED SHEET TO A SHEET THE	" 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 employeeassistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- 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

DOWNEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION



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 falling 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 U
Title:	Director
which the control of	

END OF DOCUMENT

DOWNEY UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION



TOBACCO-FREE ENVIRONMENT CERTIFICATION

PURCHASE ORDER NO.: PO School District ("District") and ("Contractor" or "Bidder") ("C	between the Downey Unified Kya Services, LLC ontract" or "Project").
This Tobacco-Free Environme	nt Certification form is required from the successful Bidder.
Health & Safety Code section et seq., and District Board po free environments. Smoking or in District property. District owned vehicles and vehicles of a smoking includes the use of a in any manner or in any form circumventing the prohibition	n, 20 U.S.C. section 6083, Labor Code section 6400 et seq., 104350 et seq., Business and Professions Code section 22950 licies, all District sites, including the Project site, are tobaccoand the use of tobacco products by all persons is prohibited on property includes school buildings, school grounds, school-buned by others while on District property. The prohibition on any electronic smoking device that creates an aerosol or vapor, and the use of any oral smoking device for the purpose of of tobacco smoking. Further, Health & Safety Code section g or use of cannabis or cannabis products in any place where l.
at District sites, including the requirements of that policy ar	re of the District's policy regarding tobacco-free environments Project site and hereby certify that I will adhere to the and not permit any of my firm's employees, agents, subcontractors' employees or agents, to use tobacco and/or
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

Bond No. 0788710
Premium included in Performance Bond
Executed in Duplicate



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") KYA Services, LLC and _, ("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: PO2W-210000001036 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 _, 20<u>20</u> , 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

DOWNEY UNIFIED SCHOOL DISTRICT

and to be included in the judgment therein rendered.

PAYMENT BOND



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 <u>2nd</u> day of <u>November</u>, 20 20.

RYA Services, LLC

Principal

By Edward A 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

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

DOWNEY UNIFIED SCHOOL DISTRICT

PAYMENT BOND

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 MOV 0 2 2020 before me, Robyn R. Kargari Date Insert Name of Notary exactly as it appears on the official seal , Notary Public, personally appeared _____ 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) ROBYN R. KARGARI COMM. # 2296844 R NOTARY PUBLIC-CALIFORNIA COUNTY ORANGE COUNTY MY COMM. EXP. JULY 13, 2023 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 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: Signer's Name: ☐ Individual ☐ Individual ☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s): ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact ☐ Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee ☐ Trustee OF SIGNER OF SIGNER ☐ Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing:

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

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 ev	
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	ne laws of the State of California that the foregoing
WITNESS my hand and official seal.	LINDA MARIE HUBBARD Notary Public - California Orange County
Signature &	Commission # 2322080 My Comm. Expires Feb 23, 2024 (Seal)

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

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

On this 31st day of December, 2019

A00964 Mullick & Moilanen Bonding & I

STATE OF NEW JERSEY County of Essex

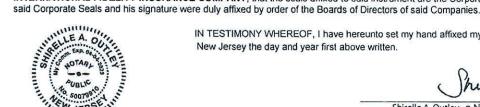
STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

, 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



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

Irene Martins, Assistant Secretary

Bond No. 0788710 Premium: \$4,777.00 Executed in Duplicate



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 fumishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:
PO2W-210000001036 <u>PURCHASE ORDER NO. 1-1-21967</u>
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

DOWNEY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND



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 <u>2nd</u> day of <u>November</u>, 2020.

By Edwin John Riving Tor

By Irene Luong Attorney-in-Fact
The Bond Exchange and Insurance Agency
Name of California Agent of Surety

2013

SEAL

Ompan

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

DOWNEY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND

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 NOV 0 2 2020 before me, Robyn R. Kargari Date Insert Name of Notary exactly as it appears on the official seal , Notary Public, personally appeared _____ 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) ROBYN R. KARGARI acted, executed the instrument. COMM. # 2296844 ROTARY PUBLIC CALIFORNIA ORANGE COUNTY I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true MY COMM. EXP. JULY 13, 2023 and correct. Witness my hand and official seal. 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: Signer's Name: ☐ Individual ☐ Individual Corporate Officer — Title(s): Corporate Officer — Title(s): ___ ☐ Partner ☐ Limited ☐ General ☐ Partner ☐ Limited ☐ General ☐ Attorney in Fact Attorney in Fact RIGHT THUMBPRINT RIGHT THUMBPRINT ☐ Trustee OF SIGNER OF SIGNER ☐ Trustee Guardian or Conservator ☐ Guardian or Conservator Top of thumb here Top of thumb here Other: Other: Signer is Representing: Signer is Representing:

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.

validity of that document.	
State of California County ofOrange	
On November 3, 2020 befor	re me, Linda Marie Hubbard, Notary Public (insert name and title of the officer)
subscribed to the within instrument and a his/her/their authorized capacity(ies), and person(s), or the entity upon behalf of whether the subscribed in the entity of the	ictory evidence to be the person(s) whose name(s) is/are- acknowledged to me that he/she/they executed the same is d that by his/her/their signature(s) on the instrument the hich the person(s) acted, executed the instrument. under the laws of the State of California that the foregoing
paragraph is true and correct.	under the laws of the State of Camornia that the loregoing
WITNESS my hand and official seal. Signature	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



STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

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.



A00964 Mullick & Moilanen Bonding & I

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

Irene Martins, Assistant Secretary

135

Nº 6046

, organized under the

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,

Rolling Meadows, Illinois

Harco National Insurance Company

us of I	llinois	,	subject to it	s Articles of Inc	corporatio	n or
ther fundamental organi	zational documen	its, is hereby	authorized t	to transact with	in this S	itate,
ibject to all provisions of	this Certificate, t	the following	classes of ins	nurance: Fire	, Marin	ıe,
rety, Plate Glass	, Liability,	Workers'	Compensat	ion, Common	Carrie	er
iability, Boiler a	nd Machinery	, Burglary	, Credit,	Sprinkler,	Team a	and
ehicle, Automobile	, Aircraft, a	and Miscel	laneous			
s such classes are now or	may hereafter be i	defined in the	Insurance La	aws of the State	of Califo	rnia.
This Certificate is exp	pressly conditione	d upon the h	older hereof	now and here	after beir	ıg in
ıll compliance with all, a	nd not in violation	of any, of the	applicable l	laws and lawful	requiren	rents
ade under authority of th	he laws of the Stat	e of California	a as long as s	uch laws or req	uirement	s ате
effect and applicable, a	nd as such laws a	nd requiremen	its now are,	or may hereafte	er be cha	nged
r amended.						
	In W	TNESS WHERE	OF, effective	as of the31	st	day
	of	Decembe	r,	19_94, I have	e hereunt	o set
一個強火し	my hanc	l and caused n	ny official sec	al to be affixed	this_3re	dE
	day of	Januar	У	, 19_95.		
	Į					1
	+			2	Caroli	of the second
ehicle, Automobile such classes are now or the Certificate is expull compliance with all, and ander authority of the effect and applicable, as	may hereafter be or pressly conditione and not in violation he laws of the State and as such laws and the law	and Miscel defined in the d upon the h to of any, of the te of California and requirement timess Where Decembe	laneous Insurance Le older hereof e applicable l a as long as s ats now are, o cor, effective r	aws of the State now and here laws and lawful ruch laws or requor may hereafted as of the31 19_94, I have all to be affixed in the state of the laws at laws at the laws at la	of Cali after be requirement uirement er be al st	ifo eir ent ent

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.

By

FORM CB-3



COMPANY PROFILE

Company Profile

Company Search

Company Information

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 Ouarterly 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

HARCO NATIONAL INSURANCE COMPANY

702 OBERLIN ROAD RALEIGH, NC 27605 800-342-0753

Effective Date

Old Company Names

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

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II. 16. RATIFY Service Agreement No. 202021-223 with Administrative Co-Op Yellow Cab to provide transportation services for Special Education students from July 1, 2020 through June 30, 2021.

Supporting Documents

Service Agreement No. 202021-223 - Administrative Co-Op Yellow Cab - Spec Ed

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

SERVICE AGREEMENT Agreement No. 202021-223

THIS AGREEMENT made and entered into this 22 of June, 2020 by and between Administrative Co-Op Yellow Cab, 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 transportation for Special Education students		
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$70,000, not to exceed \$70,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.		
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.		
4.	<u>Term</u> . The term of this agreement begins <u>July 1, 2020</u> and will terminate on or before <u>June 30, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.		
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.		

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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 ASC/Yellow Cab Downey Unified School District Name: Special Education Division Dept.: **Business Services** 11627 Brookshire Ave. Address: Downey, CA 90241 Janet Kravetz Contact: Contact: Debbie Black Phone/email: 310-387-5970/ yc165@aol.com (562)469-6521/dblack@dusd.net 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: Marco A. Soto Print Name: Christina Aragon Print Title: Print Title: Associate Superintendent **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-36000-5811-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202021-223

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and



II. 17. APPROVE Service Order Agreement No. 202021-225 with Ugam Solutions, Inc. to implement COVID-19 screening and contact tracing solutions to Qualtrics software.

Supporting Documents

Service Agreement No. 202021-225 (Attachment A) Confidential-Ugam SOW Unified School Distr...



Standalone

This Ugam Service Order ("Service Order") is entered into between Ugam Solutions Inc., ("Ugam") and **Downey Unified School District** ("Subscriber") as of this **November 30 2020** ("Starting Date").

Qualtrics LLC ("Qualtrics") 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 Service Order, 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) Subscriber desires to utilize the Services, and Ugam desires to provide the Services to Subscriber and (ii) Subscriber agrees to not reverse engineer or tamper with the security of the Software.

Schedule 1 sets forth the certain specific Services, which Ugam will provide to Subscriber, the time during which Ugam will provide such Services, and the fees payable to Ugam by Subscriber therefor. Prices shown do not include sales, withholding or other taxes that may apply and shall be borne by the Subscriber all such applicable taxes. This Service Order is not an invoice.

This Service Order has been prepared and written in English. Any non-English translation of this Service Order is provided for convenience only and is not valid or legally binding. In case of a conflict between this Service Order and any translation, the English version will control.

[Remainder Intentionally Left Blank; Signature Page Follow]

Reference: D.U.S.D. Service Agreement No. 202021-225 (Qualtrics)



Signature Page

Ugam Solutions Inc.	Subscriber: Downey Unified School District
By:	Ву:
Name: Madhav Mirani	Name: Christina Aragon
Title: Authorized Signatory	Title: Associate Superintendent, Business Services
Date:	Date: January 12, 2021

Ugam- Vice President	Subscriber Contact:	
Name: Gaurav Jain	Name: Mr. John Harris	
Phone: +91-9892.597.580	Phone: (562) 469-6577	
Email: Gaurav.jain@ugamsolutions.com	Email: jharris@dusd.net	

Schedule 1



1. Ugam services

Ugam will provide implementation services to Subscriber. The services may include Qualtrics product configuration (e.g., surveys, dashboards, reporting, case management, distributions, intercepts), training design and delivery, creation and updating of project plans, gathering and documenting of requirements, and quality assurance testing.

2. Implementation Package Components

2.1 Technology consultant

The Ugam Technology consultant will be the main point of contact and will be available to Subscriber as the project lead during the implementation period. Technology consultant will be available to assist with project according to the scope outlined below, and if necessary, may include additional Ugam team members or organizations employed by or under contract with Ugam, at the discretion of Ugam to aid in the delivery of the project milestones. The Technology consultant will provide the services and consulting during regular business hours, 8:00 A.M. to 4:00 P.M. eastern time.

2.2 Kick-off Call

Technology consultant will coordinate with Subscriber to schedule a project kickoff call within 7 business days from the date of signing of SOW. This call will last up to 1 hour and will cover the following components:

- Introduce key Ugam contacts, as well as key Qualtrics contacts
- Review project objectives and requirements
- Discuss suggested training materials, and timeline for project launch.

Implementation timeframe begins the day of the Kickoff Call. If Subscriber elects to not hold kickoff call, implementation timeframe begins at day of first contact with Technology consultant.

2.3 Detailed Project Plan

Technology consultant to provide detailed project plan outlining suggested sequence and timing of tasks required for a successful launch. Project plan offered as guidance only. Subscriber responsible for completion of project tasks (i.e. building surveys, sending distributions), unless otherwise stated in license agreement.

2.4 Implementation Deliverables

Technology consultant would be responsible for below deliverables:



- Daily Symptom Checker & Self Certification Program
- Positive Test Addition Form
- Contact Tracing Program
- Additional Support Hours

Program Descriptions:

A. Daily Symptom Checker & Self Certification Program Solution Design:

In this solution Daily Symptom Checker survey would go out to student / staff. Once the respondent takes the survey, depending on how severe the symptom is, the survey would present the details in front of student. The survey would be distributed daily either through SFTP automation or through one-time contact file upload. Once the survey is over, basis the assessment, they would get an email with a confirmation to attend the campus. It would be time stamped and those emails can be used to present it guards, volunteers and teachers if asked for. The data collected will be plotted on the dashboard.

Scope:

Ugam to implement the prebuilt Daily Symptom Checker & Self Certification Program listed below:

- 1 CSV Import Automations to send surveys daily to student.
- 1 Daily Symptom Survey
- 1 Dashboard Configuration with 2 role-based access
- · Program customization for up to 10 hours

Timeline: 5 – 10 business days**(Subject to Subscriber's availability and preparedness)

Assumptions:

- Only 3 scenarios considered after the assessment survey is taken. 1) No health issues 2) Mild health issues 3) Severe health issues.
- If someone is detected as positive, then guidance / resources as applicable will only be shared. Scope doesn't cover for any data push in any other system.

B. Positive Test Addition Form

Survey designed to add information about positive test results. This will then trigger the Contact Tracing Solution.

Scope:

Ugam to configure an ad hoc survey to enable positive test additions.

Assumption:

Subscriber to provide the survey design.

Timeline: 4-6 business days**(Subject to Subscriber's availability and preparedness)

C. Contact Tracing Program



Solution Design:

Once the Contact Tracing survey is triggered, student would enter the details of the persons who they were in close contacts. Also specify locations, where they visited in past few days. If required, Symptom Checker survey can be triggered to the contacts in this survey.

A dashboard view will be created to look at how many contacts were registered in the survey.

Scope:

Ugam to implement the prebuilt Contact Tracing Program listed below:

- 1 Survey to gather contacts who were in close contacts
- 1 Dashboard to track close contacts with 2 role-based access
- Program customization for up to 8 hours

Timeline: 5 – 10 business days**(Subject to Subscriber's availability and preparedness)

Assumptions:

Subscriber to share the list of locations to be added as options in the specify locations question.

D. Additional Support Hours

Scope:

Technology consultant to provide Subscriber with additional 20 hours of support. These hours can be utilized by Subscriber to make changes in any of the program. These support hours are over and above the program customization hours available for each program.

Note:

Following assumptions are made for successful implementation of the program.

- Ugam would use prebuilt XM solution only. Customization hours are included in each program.
- No custom integration with third party software considered or advanced feature considered in this package.
- All surveys and dashboards to be in English.
- Dashboard: Up to 2 role-based data restriction considered.
- No advanced survey theme / look and feel considered in the pricing
- Subscriber would be responsible for documenting the program if they need it for future reference.
- Subscriber license would have Advanced XM Directory and API. Also, the assumption is that subscriber would using their own FTP site and provide access to Qualtrics to import contacts on daily basis.

3. Implementation Duration

The above resources are available for a period of 6 weeks (3 weeks for implementation + 3 weeks for additional support), inclusive of all deliverables from the time of the initial kickoff call (2.2), or time of initial contact with Technology Consultant if kickoff meeting is not held. Should the Subscriber extend the support beyond 6 weeks, additional fees may be required.



4. Fees

The total fee for the above services is as stated below. Should the Subscriber require additional support during the Implementation Period, additional fees may be required.

Program -	Price (USD)
Daily Symptom Checker & Self Certification	
Positive Test Addition Form]
Contact Tracing	
Additional 20 hours of support	
Total	13,250

If the subscriber requires any additional support apart from the scope detailed above, then additional costs are applicable. Subscriber would need to take a bucket support of 20 hours for the cost of USD 2,500 (which will be covered under a separate SOW agreement).

5. Payment terms

30 days following invoice by wire transfer only and wire transfer charges to be borne by the Subscriber. Ugam shall raise invoice on the signing of this Service Order.

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.

Failure to Pay. In the event that Subscriber fails to pay the Fees as required herein, Subscriber shall be deemed to be in breach of this Service Order and Ugam shall have the right, at its sole option, without notice and in addition to any other remedies available under this SOW, at law or in equity, to take any one or more of the following actions: (i) suspend provision of any services and deliverables until payment of such Fees has been received; (ii) charge interest on the unpaid amount at the rate of 4% per month from the date of the Fees due to Ugam; (iii) terminate this Service Order; and/or (iv) recover all reasonable expenses and costs incurred in enforcing its rights hereunder. If Ugam must initiate legal action including any such action through its collection agency to collect payment, Subscriber will pay all legal fees and costs of collection thereto.

It is further agreed by the Subscriber that in the event after singing of this Service Order, if Subscriber is required Ugam to submit revised invoice for any reason including change in Subscriber billing entity or address or due to change in Subscriber details, Ugam may charge Subscriber US \$250 as additional charge towards recreating and issuing revised invoice. To avoid this please ensure to supply all necessary information in the below table.

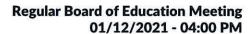
Purchase Order Required?	No ✓ Yes (enter number if available):	
Legal Entity Name for Invoice Submission	Downey Unified School District	
Name of the contact for Invoice Submission	Accounts Payable Department	



Email Address for Invoice Submission	accountspayable@dusd.net
Billing Address for Invoice	Downey Unified School District 11627 Brookshire Avenue, Downey, CA 90241
Invoicing Instructions (if applicable)	Please reference Purchase Order number on invoice

6. Termination

Notwithstanding any termination for convenience rights in this Service Order, Subscriber may terminate this Service Order for convenience provided all fees are paid as set forth herein.





II. 19. RATIFY Service Agreement No. 202021-237 with Digital Networks Group to provide and install audio cable and equipment at Sussman Middle School from December 2, 2020 through February 28, 2021.

Supporting Documents

Service Agreement No. 202021-237 - Digital Networks Group - Audio Cable and Equipment at Sus..

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

be an	IIS AGREEMENT made and entered into this 03 of December, 2020 by and tween Digital Networks Group, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide and install audio cable and equipment at Sussman Middle School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\35,934.46, not to exceed \$_35,934.46for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 12/2/2020 and will terminate on or before 02/28/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

- a. \$1,000,000 Errors & Omissions/Professional Liability.
- Sexual Abuse or Molestation Insurance (If working with students/children unsupervised):
 - a. an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.

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

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

Downey Unified School Distr	rict
Service Agreement No.	202021-237

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

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

Downey Unified School District		
Service Agreement No.	202021-237	

14. <u>Notices:</u> Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:				
DISTRICT	SERVICE PROVIDER			
Downey Unified School District	Name:			
Business Services	Dept.:			
11627 Brookshire Ave. Downey, CA 90241	Address:			
Contact: Angel Kellogg	Contact:			
(562)469-6521/akellogg@dusd.net	Phone/email:			
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated be	ent has been accepted and agreed by the below elow:			
DISTRICT	SERVICE PROVIDER			
DOWNEY UNIFIED SCHOOL DISTRIC	Digital Networks Group			
	Jeff Davis Jeff Davis (Dec 3, 2020 12:53 PST)			
Signature	Signature			
Print Name: Christina Aragon Print Title: Associate Superintendent Business Services	Print Name: Jeff Davis Print Title: CEO			
Date:	Date:12/3/20			
District use only below line				
Account Number to be Charged 21 . 0 - 90100 . 0 - 91004 - 85002 - 6490 - 3230000				
Vince Madsen, Senior Director - Facilities, Planning & Development				
Name and Title of Site Administrator-Ple	lease print 12/3/2020			
Vince Madsen (Dec 3, 2020 09:29 PST)				
Signature of Site Administrator	Date			
Signature of Program Director ONLY IF	Signature of Program Director ONLY IF using categorical funds Date			
Downey Unified School District Service Agreement No. 202021-237				



Quote

11/11/2020

Proiect Number: 36123-1

DUSD SMS 12 Rooms AV Install

Downey Unified School District

11627 Brookshire Ave., PO Box 7017 Downey, CA 90241

Tel: 562-469-6500

Ship To:

Downey Unified School District Sussman Middle School

12 Rooms AV Install

Scope of Work:

-Provide and install Qty 12 district standard audio systems

-Networked Amplifier

-Qty 4 Ceiling Speakers

-XD Teardrop Microphone

-XD Handheld Microphone

-XD Receiver

-Emergency Wall Plate

Assumptions/Exclusions:

-Power by others

-Network by others

-Retain and reuse existing surface raceway

-New surface raceway boxes are not required, mount into existing raceway

-Device brackets will be owner furnished

-All cable paths accessible

-Work to be performed during M-F 1st shift hours

Mfr-Part No.	Qty	Description	Unit Price	Extended
Audio Enhancements XD-8004	12	System, Audio Optimum w/ 4 Clg Spkrs	1,790.42	21,485.04
Digital Networks Gro-DNG4000	12	Mtrls, Misc Construction	100.00	1,200.00
CM (2000 00 00 00 00 00 00 00 00 00 00 00 00	er miles	Equipment Sub-Total		22,685.04
	refra-	Professional Services Total	and the second second	10,596.70

Created on 11/10/2020

Page 1 of 2

Printed on11/11/2020

Digital Networks Group, Inc.

Project: 36123-1

20382 Hermana Cir. ● Lake Forest, CA 92630 ● Phone (949) 428-6333 ● Fax (949) 428-6334

www.digitalnetworksgroup.com California Contractors License # 822511





Pricing Summary

This Quote is Valid for 30 Days.

Shipping & Handling: \$

384.22

CA Local Tax \$

2,268.50

Lump Sum Project Total: \$

35,934.46

DIR PROJECT ID#

DNG PWC/DIR # 1000001928

Terms

Net 30 Days

Design Criteria / Assumptions:

- 1. Conduits/Electrical Work:
 - * All conduit is usable and free of obstructions
 - * Conduit, backboxes and sleeves provided by others
 - * 110 VAC outlets and circuits not included
 - * Core drilling not included, unless otherwise noted
 - * Power Supplies, surge suppressors, UPS not included
 - * Site shall be accessible during scheduled work hours
- 2. Pricing:
 - * All Pricing is confidential
- Quality Assurance:
 - * All cabling complies with EIA-TIA 568/569B Standards
 - * All work shall comply with applicable Building Codes
 - * Changes to contract must be approved in writing

System Maintenance Offerings:

Ask about DNG's other comprehensive *Preventative Maintenance and Support Services* programs intended to supplement manufacturer's limited equipment warranties, provide ongoing technical support, prioritized emergency site response repairs, and periodic system training sessions. All of these recurring preventative maintenance features will help protect your AV system and financial investment. Please take advantage of these programs and contact your Account Manager or DNG's Service Group for coverage options -

<u>Basic Maintenance Package:</u> Preventative Maintenance Visit, System Status Reports, Help Desk Support, Emergency Response Priority, User Refresh Training, Extended Equipment Warranty, Labor, Free Shipping and Supplies Discounts.

Notice to Proceed

This document may serve as a Notice to Proceed to Digital Networks Group (DNG) in advance of a customary Purchase Order or Contract. Alternatively, this document may serve as a formal Purchase Order to DNG only in the event the Customer does not or cannot generate a formal Purchase Order or Contract to DNG. In either event, this agreement creates a binding contract between Digital Networks Group and the Customer. By signing this document the Customer is approving DNG to procure materials and to provide the installation services as specified without reservation, and the customer agrees to pay the Total Project Cost within the terms stated above. DNG is acting in good faith that the individual signing this document on behalf of the Customer is duly authorized to enter into this binding agreement.

Cancellation: If for any reason the customer provides a written Notice of Cancellation to terminate a portion of this project or the entire project, the customer agrees to pay DNG for pro-rated services rendered and products purchased and received which may not be returned to the factory, or in the event product may be returned, the customer agrees to pay DNG applicable vendor restocking charges up to the date of cancellation.

Account Manager:	Date:
Customer:	Date:

Created on 11/10/2020

Page 2 of 2

Printed on11/11/2020

Digital Networks Group, Inc.

Project: 36123-1

20382 Hermana Cir. ● Lake Forest, CA 92630 ● Phone (949) 428-6333 ● Fax (949) 428-6334 www.digitalnetworksgroup.com



California Contractors License # 822511





II. 20. RATIFY Service Agreement No. 202021-238 with Realtime Learning Systems, LLC to provide the StenEd Theory Complete online software program for Adult School students from July 1, 2020 through June 30, 2021.

Supporting Documents



scan0456

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

SERVICE AGREEMENT Agreement No. 202021-238

be an	HIS AGREEMENT made and entered into this <u>3rd</u> of <u>December</u> , <u>2020</u> by and tween Realtime Learning Systems, LLC , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
	StenEd Theory Complete
	See Attachment "A"
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$304.00 per student, not to exceed \$6,000.00 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 July 1, 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:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	202021-238

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

Name:

Dept.:

SERVICE PROVIDER

Realtime Learning Systems, LLC

DISTRICT

Business Services

Downey Unified School District

	11627 Bro	okshire Ave.	Address:	224 S. M	ain Street #24		
	Downey, C	CA 90241		Springville, UT 84663			
		ebbie Black	Contact:	Teff	Rickords		
	(562) <u>469-6</u>	3521/dblack@dusd.net	Phone/ema	ail: <u>jrsa</u>	kords@learnrealtime.com		
IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below:							
	DISTRICT		S	ERVICE PR	OVIDER		
	DOWNEY UNIFIED SCHOOL DISTRICT			REALTIME LEARNING SYSTEMS			
				Sto	Z		
	Signature		-8	ignature C			
	Print Name:	Christina Aragon	F	Print Name:	TARED CARMON		
	Print Title:	Associate Superintendent Business Services	ı	Print Title:	CEO		
	Date:	December 3, 3030	[Date:	12/3/2020		
		District use	only below	line			
Account Number to be Charged 11.0-06390.0-46300-10000-5840-6285020							
Name and Title of Site Administrator-Please print							
							(.
Cimple							
	orginature or	Site Administrator			Date		
	Signature of Program Director ONLY IF using categorical funds Date						
	Downey Unified				Page 4 of 4		
	Service Agreement No. 202021-238						



II. 22. RATIFY Service Agreement No. 202021-241 with Ergonomic Focus to provide ergonomic assessments and training from November 1, 2020 through June 30, 2023.

Supporting Documents



Service Agreement No. 202021-241 - Ergonomic Focus - Ergonomic Assessments and Training - Ri..

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

SERVICE AGREEMENT Agreement No. 202021-241

ar	HIS AGREEMENT made and entered into this <u>lst</u> of <u>November</u> , <u>2020</u> by and etween <u>Ergonomic Focus</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually gree as follows:					
 Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" 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 SOW and the District Agreement, the terms in the District Agreement shall prevail a govern. 						
	Ergonomic Assessments and Training (see attached)					
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\\$175.00 per hour, not to exceed \$\\$25,000 for the services SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, Ca 90241.					
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.					
4.	Term. The term of this agreement begins 11/1/2020 and will terminate on or before 6/30/2023 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.					
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.					

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- b. Employer's Liability, \$1,000,000 per accident for bodily injury or disease. *Professional Liability:*
 - a. \$1,000,000 Errors & Omissions/Professional Liability.

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-241

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. __202021-241

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: Ergonomic Focus **Business Services** Dept.: 11627 Brookshire Ave. 2500 E. Imperial Hwy, St. 149A, #371 Address: Downey, CA 90241 Brea, CA 92821 Contact: Debbie Black Joanette Lima Nativo Contact: (562)469-6521/dblack@dusd.net Phone/email: 714-343-7761 IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Print Name: Christina Aragon Associate Superintendent Print Title: Print Title: **Business Services** Date: January 12, 2020 Date: 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 Downey Unified School District Page 4 of 4

Service Agreement No. 202021-241



Ergonomic Focus is a full service ergonomics consulting firm, specializing in helping private industry and public agencies implement effective strategies for reducing costs and optimizing productivity. Specializing in ergonomics and injury prevention, and based in Southern California, areas of expertise include:

- Office, field and industrial ergonomics
- Ergonomic worksite analysis/individual workstation evaluations
- Physical demands analysis and documentation
- Workers compensation and other post-injury/accommodations evaluations
- Office and general ergonomics training programs (development and delivery)
- Employee, supervisor and manager training
- Ergonomic team training/team building
- Ergonomic train-the-evaluator training
- Ergonomic product/furniture consultation
- The development and management of corporate-wide ergonomic programs

A well-established ergonomist in Southern CA, and known nationally for her expertise, Joanette Lima Nativo, PT, MS, CPE has been consulting in the field of ergonomics since 1990. Previously as a principal in an Orange County based ergonomics consulting firm (Woodward, Alpert & Associates, Inc.), and subsequently as the Ergonomics Program Manager at the Disneyland Resort, this physical therapist and certified professional ergonomist has extensive experience in office and industrial ergonomics.



Fee Schedule for Office Ergonomics Evaluations

In general, our fees are based on our standard hourly rate of \$175.00/hour. Evaluation fees include onsite time and report generation time. There are three basic categories of evaluations, and all vary by length of time onsite to do the evaluation. Below are the three categories that our evaluations fall into. Some details are provided for the criteria for each category.

Individual office workstation evaluations:

- 1. Prevention
- \$175.00 \$265.00 each
- Employee has no complaints of pain.
- 20 30 minutes onsite, and fee includes a brief report.
- 2. Early Intervention
- \$390.00 525.00 each
- The employee is experiencing pain/discomfort <u>but has not sought medical care</u>.
- Aspects of the workstation are not optimal and have led to the request for an evaluation.
- 45 min 1 hour onsite, and fee includes report generation time.
- 3. Post Injury
- \$525.00 \$790.00
- The employee is under a physician's care and/or has a WC claim
- · An accommodation has been requested
- 1.0 1.5 hours onsite (depends on the complexity of the case and the complexity of the work environment) and fee includes report generation time. (Note: The length of the evaluation can be longer if the workstation is meant to accommodate multiple users, or if multiple tasks/workstations are evaluated.)

Travel time:

Travel time is billed at ½ our hourly rate, or \$87.50/hour.

General information regarding billing, scheduling and the provision of services:

- Scheduling is coordinated to accommodate your needs and our schedule.
- Fees are to be paid net 30.
- These fees are guaranteed for 12 months from the date of this fee schedule.
- Additional types of ergonomic analysis (non-office environments) are available, and will be quoted on as requested.



II. 23. APPROVE DUSD Agreement No. 202021-242 with eSkill Corporation to provide an on-line employment testing and scoring software subscription program from January 31, 2021 through December 31, 2021.

Supporting Documents



scan0457



eSkill Corporation 73 Princeton Street, Suite 213 North Chelmsford, MA 01863. USA Toll-free (866) 537-5455 Tel (978) 649-8010 www.eskill.com

Software License Agreement D.U.S.D. Agreement No. 202021-242

By accessing eSkill or using eSkill's services, you: Downey Unified School District (the "Customer") located at: 11627 Brookshire Ave. Downey, CA 90241 are entering into a legal contract with eSkill Corporation ("eSkill") and explicitly accept the collection, use, and transfer of information. Additionally, you agree to be bound by these Terms of Use and well as by the Privacy Policy.

1. License Grants

eSkill grants to Customer a non-transferable, non-exclusive license ("License") to access and use the eSkill.com website ("Website") in order to create and administer skills tests for the purpose of recruiting and training staff for their organization, subject to the terms of this Agreement.

2. Reasonable Usage Limits

With the expectation that usage is for a customer's use only - not for resale or redistribution to 3rd party users without written permission - eSkill reserves the right to review Customer's test volumes for reasonable usage, given the Customer's type of usage license, and associated hiring, training, or staffing service needs. Any exceptions, such as for resellers or staffing firms, must be specified in the invoice details, or otherwise in writing and accompanied by an authorized eSkill signature.

3. Payments

Customer agrees to pay the amount specified on the eSkill order form or the online purchase page or on an accompanying invoice for the test credits or subscription license chosen by Customer.

4. Terms and Termination

- a. This Agreement will commence upon Customer's confirmed purchase of eSkill services, and continue through the term of services provided. Termination for convenience is not contemplated by this Agreement. Upon the termination for whatever reason, Licensee will not be entitled to credits or refunds for any unused portion of this Agreement.
- b. eSkill reserves the right to prevent, cancel or suspend any individual's, employer's, recruitment professional's, or others' access to the Website on account of a violation of this Agreement or other good cause. Unless prohibited by law, eSkill will promptly attempt to contact Customer, describe the issue(s) that caused it to exercise these rights and attempt to resolve the issue and resume Service. Notwithstanding, eSkill may terminate this Agreement in the event the Customer breaches any material provision of this Agreement.
- c. eSkill shall retain Customer's tests and test scores in eSkill's database for a period of up to 1 (one) year after Customer's account expires. After this time, all of Customer's tests and scores may be permanently deleted from eSkill's database.

5. Confidentiality

Except upon the express written consent of eSkill, Customer agrees that it shall not disclose and shall not, directly or indirectly, for itself or on behalf of others, use in any future endeavor of any kind, any information deemed to be eSkill "Confidential Information". "Confidential Information" shall mean any and all information obtained from the Website or from eSkill during the term of this Agreement, unless it is already in the public domain, becomes public through no fault of Customer or is received by Customer from a third party who has a right to disclose it on a non-confidential basis.

6. Intellectual Property.

a. Copyrights, All Website Materials are the copyrighted property of eSkill. Except as stated herein, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed,



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posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or otherwise, without the prior written permission of eSkill or the respective copyright owner.

- b. Trademarks. eSkill®, eSkill.com, the eSkill logo and the other marks and brands associated with eSkill's products and services described in this Website (the "Marks") are trademarks or service marks, registered or unregistered, of eSkill and may not be copied, imitated or used, in whole or in part, without the prior written permission of eSkill. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of eSkill, and may not be copied, imitated or used, in whole or in part, without the prior written permission of eSkill. All other trademarks, service marks, product names and company names or logos mentioned herein are the property of their respective owners.
- c. Rights of Use. eSkill may use Customer names or logos in case studies or promotional materials, unless requested otherwise. eSkill grants permission to Customer to display, copy, distribute and download the Materials on this Website for use, only in connection with its own hiring and staffing processes, and not for resale or redistribution to, or use on behalf of, any third party, without eSkill's express written permission; provided that Customer may not, without the permission of eSkill or the respective copyright owner, (i) copy, publish or post any Materials, in whole or in part, on any computer network or broadcast or publications media, (ii) modify the Materials, or (iii) remove or alter any copyright or other proprietary notices contained in the Materials. Customer may not copy or adapt the HTML code that eSkill creates to generate its pages. Additionally, Customer may not reverse engineer, decompile, recompile, translate, adapt or disassemble the Software or any part thereof or otherwise attempt to access the Software source code in any manner. Such code is also considered to be Material protected by eSkill's copyright.
- d. Unauthorized use of the Materials or Marks may violate copyright, trademark and other laws. For any copy of the Materials that Customer may subsequently produce, Customer shall retain all proprietary notifications, such as the copyright and trademark notices contained in the original Materials. Customer may not sell or modify the Materials or reproduce, display, publicly perform, distribute, or otherwise use the Materials in any way for any public or commercial purpose. The use of the Materials on any other website or in a networked computer environment for any purpose is prohibited.
- e. Questions. The Custom Questions created by Customer and published within Customer's Test Center are the sole property of Customer. eSkill will not reuse such Custom Questions for any other customer, or outside the Customer's account, without the prior written permission of Customer. The General Questions are the property of eSkill and cannot be used outside of the eSkill Service without its permission.

7. Liability

- a. eSkill is not involved in the actual transaction between employers and candidates and so has no control over the quality, safety or legality of the users' hiring process, the truth or accuracy of responses, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings. In addition, there are risks, including physical harm, dealing with strangers, and use of the Website by foreign nationals, underage persons or people acting under false pretenses. Customer assumes all risks associated with dealing with other users with whom it may come in contact through the Website.
- b. Changes to the Website may be made at any time. Customer agrees that it is solely responsible for the form, content and accuracy of any question responses or other content placed by Customer on the Website. eSkill shall not be considered an employer with respect to your use of the Website and shall not be responsible for any employment decisions, for whatever reason made, made by users of the Website.

eSkill

eSkill Corporation 73 Princeton Street, Suite 213 North Chelmsford, MA 01863, USA Toll-free (866) 537-5455 Tel (978) 649-8010 www.eskill.com

- c. Disclaimer, Third Party Non-Compliance: ESKILL DISCLAIMS ANY AND ALL LIABILITY RELATED TO THIRD PARTY RECRUITMENT AND HIRING PROCESSES, AS WELL AS THE NON-COMPLIANCE OF FEDERAL AND STATE EMPLOYMENT OBLIGATIONS, REGULATIONS AND GUIDELINES.
- d. Warranty Disclaimer. THE WEBSITE AND MATERIAL ARE PROVIDED 'AS IS' AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, ESKILL DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. ESKILL MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS. ESKILL DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THIS WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS.
- e. Disclaimer of Damages. IN NO EVENT WILL EITHER PARTY (OR ITS AFFILIATES, AGENTS OR SUPPLIERS) BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUE, LOSS OF CUSTOMERS, LOSS OF GOODWILL, LOST PROFITS, COST OF COVER OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, ARISING IN ANY MANNER FROM THIS AGREEMENT, FROM THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS HEREUNDER, OR FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE MATERIALS, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall eSkill's total liability to Customer from any and all causes (including negligence) exceed the total fees paid by Customer to eSkill during the twelve (12) month period preceding the claim.

8. Indemnity

- a. Defense of Third Party Claims. eSkill will defend and indemnify the Customer against any third-party claim to the extent that the data or materials provided by eSkill under the terms of the Agreement violate a copyright, trademark or trade secret provided that Customer promptly notifies eSkill of the claim in writing, cooperates with eSkill in the defense, and allows eSkill to solely control the defense or settlement of the claim. eSkill will pay the claim defense costs, any eSkill negotiated settlement amounts, and any court awarded damages. If such a claim appears likely, then eSkill may modify the data, procure the necessary rights, or replace it with the functional equivalent. If eSkill determines that none of these are reasonably available, then eSkill may terminate the applicable Service and refund any prepaid and unused fees. eSkill has no obligation for any claim arising from: use of Customer data or items not provided by eSkill. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND ESKILL'S SOLE LIABILITY FOR THIRD-PARTY CLAIMS.
- b. By Customer. Customer will defend and indemnify eSkill against any third-party claims to the extent that such claim alleges that the Customer data or materials violate a patent, copyright, trademark, or trade secret and/or to the extent that Customer's negligence, misconduct, violation of the law or misuse of the eSkill website, services or materials is relevant to the third-party claim. Customer will pay the claim defense costs, any Customer negotiated settlement amounts, and any court awarded damages, including attorney's fees and defense-related expenses provided that eSkill promptly notifies Customer in writing of the claim; and allows Customer to control, and cooperates with Customer in the defense and any related settlement.

eSkill

eSkill Corporation 73 Princeton Street, Suite 213 North Chelmsford, MA 01863, USA Toll-free (866) 537-5455 Tel (978) 649-8010 www.eskill.com

9. General

- a. Force Majeure. Neither party shall be liable for any delay or failure to perform under this Agreement that is due to causes beyond its reasonable control.
- b. Independent Contractors. The parties' relationship is strictly contractual, shall not give rise to any fiduciary relationship, and shall remain at all times one of independent contractors; neither party nor its employees, consultants or representatives shall be considered employees, partners, joint ventures, agents or franchisees of the other; and neither has the authority to bind the other nor shall make any representations or commitments on behalf of the other.
- c. Entire Agreement. This Agreement together with any attachments constitutes the entire agreement between the parties regarding its subject matter and supersedes any and all prior or contemporaneous agreements, understandings, representations or statements of either party.
- d. All Changes in Writing. No amendment or waiver of rights under this Agreement shall be effective unless made in writing by the party against which it is being enforced.
- e. No Assignment. Neither party may assign or otherwise transfer any of its rights or delegate any of its duties hereunder in whole or in part, without the other party's prior written consent, and any attempt to do so shall be void and of no effect; provided, however, that either party may assign this Agreement to any entity into which it is merged or which acquires all or substantially all of its business or assets without consent provided notice is given.
- f. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given: (i) upon personal delivery by hand or by a reputable overnight delivery service; or (ii) upon receipt if proof of actual receipt can be provided (including return acknowledgement of an emailed notice); or (iii) three days after mailing by U.S. certified mail, return receipt requested, addressed to the other party at the address set forth above or to such other address of which a party properly notifies the other.
- g. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall be severed and the remainder of this Agreement will continue in full force and effect.
- h. Governing Law and Competent Courts. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles, provided that the United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each party irrevocably (i) agrees that any action or proceeding arising from or relating to this Agreement may be brought only in the courts of Massachusetts or the U.S. District Court located in Boston, Massachusetts, and (ii) consents, for itself and in respect of its property, to the jurisdiction of each such court in any such action or proceeding.
- English Language. The Agreement was negotiated and executed in English, and the original language version shall be controlling; all communications and notices hereunder shall be in English.

10. Customer Services

Any incidental integration, development, and other professional services provided by eSkill to Customer will be formalized under a separately numbered Schedule of Work (hereinafter "SOW"). Each SOW is to be separately executed and when so executed shall become a part of this Agreement. Terms and conditions in said SOW(s) shall supersede any conflicting terms and conditions in this Agreement for only the specific project assignment defined in said SOW(s). All SOW(s), together with the terms and conditions of this Agreement, shall constitute and be construed as the Agreement.

eSkill

eSkill Corporation 73 Princeton Street, Suite 213 North Chelmsford, MA 01863, USA Toll-free (866) 537-5455 Tel (978) 649-8010 www.eskill.com

ACCEPTED AND AGREED:

Company: Downey Unified School District	eSkill Corporation
Signed:	Signed:
Name and title:	Name and title:
Date:	Date:

eSkill

Order Form

73 Princeton Street, Suite 213 North Chelmsford, MA 01863

Add-On Features

Customized Branding; Custom Feature;

Customizable Test Invitation; eSkill Editor;

Manual Scoring; Voice & Video

Order Type

New Business

Order Date

1/1/2021

Order Expiration

1/31/2021

Date

eSkill quotes a flat annual fee based on an agreed upon projected test usage volume. eSkill does not charge overage for exceeding the projected test volume during the annual contract term. eSkill reserves the right to review Customer's test volumes for projected vs actual usage and make any needed adjustments to the following year's contract.

Product Description	n de la companya de		Sales Price	Quantity	Total Price
Premium 12 month	s subscription product	. 1	\$7,200.00	1.00	\$7,200.00
Service Start Date		Service Term	12 months		
Service End Date	12/31/2021				
Invoice Date	1/1/2021	Total Price	\$7,200.00		
Payment Due Date	1/31/2021				
Contact Name	BethAnn Arko				
Email	barko@dusd.net				
Phone	(562) 469-6641				
Bill To Name	Downey Unified School District				
Bill To	11627 Brookshire Ave. Downey, California 90241 United States				
Client Name:		eSkill			
Name:		Name:			
Title:		Title:			
Signature:		Signature:			
Date:		Date:			



II. 24. RATIFY Service Agreement No. 202021-243 with Elizabeth Gallardo to provide independent education evaluation services in the area of augmentative alternative communication for a DUSD student from December 11, 2020 through March 31, 2021.

Supporting Documents

Service Agreement No. 202021-243 - Elizabeth Gallardo - Special Ed

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

SERVICE AGREEMENT Agreement No. 202021-243

oe' an	IIS AGREEMENT made and entered into this 11th of December, 2020 by and tween Elizabeth Gallardo, CCC-SLP, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Independent Educational Evaluation in the area of Augmentative Alternative Communication
	(Student # 740741)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$2,550.00, not to exceed \$2,550.00 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.	<u>Term.</u> The term of this agreement begins <u>December 11, 2020</u> and will terminate on or before <u>March 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	<u>Background Check and Fingerprinting.</u> , SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School D	District	
Service Agreement No.	202021-243	

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

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

Downey Unified School Di	strict
Sanica Agreement No	202021-243

Signature: Wayne Shank (Dec 15, 2020 15:34 PST)

Email: wshannon@dusd.net

DISTRICT

Downey Unified School District

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

Name:

SERVICE PROVIDER

Elizabeth Gallardo

Business Services	Dept.:		
11627 Brookshire Ave.	Address:	P.O. Box1	644
Downey, CA 90241		Beliflower	, CA 90707-1644
Contact: Debbie Black	Contact:		slpbcba@gmail.com
(562)469-6521/dblack@dusd.net	Phone/email:	562-565-5	107
IN WITNESS WHEREOF, this Agreemer named parties, on the date indicated belo	ow:	cepted ar	
DOWNEY UNIFIED SCHOOL DISTRICT	ELiz	abeth Galla	rdo
	<i>ELiz</i>	abeth Galle	<u>VAO</u> 2033 PST1
Signature		ature	
Print Name: Christina Aragon	Prir	nt Name:	ELizabeth Gallardo
Print Title: Associate Superintendent Business Services	Prir	nt Title:	Speech Language Pathologist
Date:	Dat	e:	Dec 11, 2020
District use	only below li	ne	
Account Number to be Charged01.0-6	5000.0-57600-1	11100-581	6-7430000
Patricia G. Sandoval, Director of Special E	ducation		
Name and Title of Site Administrator-Ple	ase print		
Signature of Site Administrator			Date
Signature of Program Director ONLY IF	using categoric	cal funds	Date
Downey Unified School District			Page 4 of 4
Service Agreement No. 202021-243			

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. Beliflower, 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



II. 25. RATIFY Service Agreement No. 202021-244 with Optometric Vision Care Associates to provide vision therapy evaluation and possible IEP meeting attendance for a DUSD student from December 1, 2020 through February 26, 2021.

Supporting Documents



scan0458

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

SERVICE AGREEMENT Agreement No. _202021-244

and	ween Optometric Vision Care Associates , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see as follows:
	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. Vision Therapy Evaluation (Student #718682) and possible IEP meeting attendance via phone
	conference.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{683.00}{0.00}, not to exceed \$\frac{950.00}{0.00} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 12/1/2020 and will terminate on or before 02/26/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School [District	
Service Agreement No	202021-244	

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

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

Downey Unified School D	District	
Service Agreement No.	202021-244	

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District Optometric Vision Care Associates Name: **Business Services** Dept.: 16816 Clark Avenue 11627 Brookshire Ave. Address: Downey, CA 90241 Bellflower, CA 90706 Eric Ikeda, OD Contact: Debbie Black Contact: 562.925-6591/ovca.staff.1@gmail.com (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Eric Ikeda, OD DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Eric Ikeda, OD Print Name: Christina Aragon **Doctor of Optometry** Associate Superintendent Print Title: Print Title: **Business Services** Date: Date: District use only below line 01.0-65000.0-57600-11800-5816-7430000 Account Number to be Charged Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Dec 17, 2020 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4 Service Agreement No. 202021-244

2019 - 2020

Vision Therapy Billing Codes and Fees

Visual Perceptual Motor Dysfunction

97110 Therapeutic Procedures	\$175/session or \$43.75/code (\$43.75 x 4=\$175)
97112 Neuromuscular Reeducation	38-46 sessions \$6,650 - \$8,050

97533 Sensory Integrative Techniques

97530 Therapeutic Activities

Strabismus-Amblyopia

92065 Orthoptics Vision Therapy	\$175/session or \$43.75/code (\$43.75 x 4 = \$175)
97110 Therapeutic Procedures	48-56 Sessions\$8,400 - \$9,800
97530 Therapeutic Activities	
97533 Sensory Integrative Techniques	

Special Populations (Autism Spectrum)

97110 Therapeutic Procedures 97127 Cognitive Function Intervention	\$180/session or \$45.00/code (\$45.00 x 4 = \$180) 64-72 Sessions\$11,520 - \$12,960
or	
97112 Neuromuscular Reeducation	
97530 Therapeutic Activities	
97533 Sensory Integrative Techniques	

Brain Injury (TBI, Concussion, Stroke)

97110	Therapeutic Procedures	\$180/session or \$60/code (\$60.00 x 3 = \$180)
97127	Cognitive Function Intervention	68-76 Sessions\$12,240 - \$13,680
97530	Therapeutic Activities	



II. 26. APPROVE Agreement No. 202021-246 with TransFinder for the use of a bus transportation management software license program from January 12, 2021 through June 30, 2022.

Supporting Documents

Agreement No. 202021-246 - Transfinder Bus Routing Software Agreement - Transportation Servi...



Contract, Software License & Hosting Agreement

D.U.S.D. Agreement No. 202021-246

Prepared for

Downey Unified School District 12330 Woodruff Ave Downey, CA 90241

> Prepared on 12/21/2020 by Mike Bernhard

Transfinder 440 State Street Schenectady, NY 12305 Phone: 800-373-3609

Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Downey Unified School District. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 1/15/2021, if not signed and accepted.

This contract is only valid pending approval by the school board at the January 12th 2021 board meeting.

This is a non-transferable and non-exclusive Contract between Transfinder and Downey Unified School District (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Downey Unified School District may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST – 18-month agreement

Software Modules	Qty	Year 1	6 months Service prorated	Future Annual Fee
 Routefinder PLUS* includes: Single User Software License Routing and Scheduling System GIS Map Conversion for Los Angeles county Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics Eligibility Assessment & Walk Zone definition Driver Certification Functionality 	1	\$5,995	\$1,675	\$3,350
 Driver Certification Functionality Field Trip resource tracking, cost calculator, billing, & reporting 				
Additional Routefinder PLUS Licenses	3	\$2,985	\$900	\$1,800
Additional County GIS Map Conversions for Orange County/Counties	1	\$1,500	118 - 27 - 27 - 27 - 27 - 27 - 27 - 27 - 2	38.00.00
Satellite Imagery Service Adds a satellite layer to Routefinder PLUS		Included	Included	Included
Manage School Attendance Boundaries Assess school zone changes for impact on students, grades, and school bus routes		Included	Included	Included
 Transfinder Hosting Services powered by Amazon Web Services (AWS) Hosting includes database server, application servers, storage, and data maintenance Hosting Service is due with initial purchase and is included in the future Hosting Service 		Included	Included	Included
Transfinder Software Pricing		\$10,480	\$2,575	\$5,150
Implementation, Training and Professional Services			9	Mary a
Project Management				
 Dedicated Project Manager assigned through Project Completion Manages Transfinder resources to meet Licensee's goals Project Manager will assist through 1st fall opening 		Included	Included	Included
Data Management Data Engineer will create a custom import process for automating data updates with the Student Information System GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software		Included	Included	Included
 Online Training Online Training timeframe begins on first completed training date Dedicated Trainer conducts Weekly Online Sessions Trainings conducted with Customer's Maps and Student Data 	12	Months Included		
 Transfinder University Livestream Routing System Proficiency Course 2 days of online training in a Routefinder PLUS training dataset Routefinder PLUS Certification provided upon successful completion of the class proficiency exam Class hours 8:30 am-5:00 pm Eastern Daylight Time 	1	\$1,750		

One Year of Technical Support & Software Updates			
Unlimited Online Technical Support & Report Customization Capations		tankatan	Included
Services Access to Transfinder Community client resources portal for	Included	Included	included
documentation, training videos, webinars, and report library			
Implementation, Training, and Professional Services Pricing	\$1,750		
Transfinder University Livestream Discount	-\$1,750		
Transfinder Software, Training, and Professional Services Promotional Pricing	\$10,480	\$2,575	\$5,150
	Year 1	6 months Service prorated	Future Annual Fee
INITIAL SYSTEM COST: □ x Initial here	\$10,480		
6 MONTHS PRORATED COST:			
☐ x Initial here		\$2,575	
ANNUAL SERVICE FEE FOR SUPPORT			
AND SOFTWARE HOSTING SERVICES:			
□ x Initial here	Included	Included	\$5,150
This fee will be due July 1 st 2022,			
and each July after.			

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TRANSFINDER	O COPPAINT	ASSESSED CO.	DOORT DROLLE	21001
IDANICLINITED				-

This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.

Routefinder PLUS Software System Annual Support

Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to MyTransfinder - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Custom Data Integration module modifications and maintenance as needed	Included
Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Service finder Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included

II. RESPONSIBILITIES

<u>Data Conversion</u> - Downey Unified School District (hereinafter "District" or "Licensee") will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

<u>County Map Data</u> - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

<u>Installation</u> - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

<u>Activation</u> - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

<u>Training</u> - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount	
100%	98% - 99%	Remedial Action	
100%	97.99% - 95%	4% of Annual Support Fee	
100%	< 95%	5% of Annual Support Fee	

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

<u>System Maintenance</u> - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Downey Unified School District.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year and (6) six months. The Transfinder Software system initial cost of \$13,055.00 is due upon execution of this agreement.

In accordance with the 18-month Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services is included.

Upon the completion of the initial 18-month term, the Licensee will have an option to continue to pay the Annual Service Fee amount of \$5,150.00, when due on on July 1st 2022, and each July after, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and

conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

<u>Duration</u>: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

<u>General Terms</u>: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (I) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (I) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (\$13,055.00) when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorney fees; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE & SEVERABILITY

<u>Notice</u>: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

<u>Severability</u>: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

TRANSFINDER		
Antonio Civitella, President/CEO Name and Title	Authorized Signature	Date
LICENSEE – Downey Unified School D	<u>District</u>	
Federal Tax ID#: 95-6006586	Purchase Order #:	
Christina Aragon, Associate Supt. Business Se	ervices X Authorized Signature	January 12, 2021



II. 27. RATIFY the Memorandum of Understanding with the Los Angeles County Office of Education #20632 to accept ownership and maintain 1,024 Chromebooks with built-in MiFi and 837 hotspots through the receipt of additional CARES Act funding.

Supporting Documents



scan0459



Memorandum of Understanding Between Los Angeles County Office of Education And Partnering School District

Together, the Parties enter into this Memorandum of Understanding (MOU) to assist the Los Angeles County school districts and their families with providing tools to facilitate online distance learning initiatives during the Coronavirus Disease 2019 (COVID-19) Pandemic. Accordingly, the Los Angeles County Office of Education (LACOE) and the Downey Unified School District

(Partnering School District), operating under this MOU agree as follows:

I. PURPOSE AND SCOPE

Due to the unprecedented effects of COVID-19 which required organizations to follow a "Stay-at-Home" order, educational organizations were required to implement online distance learning initiatives to provide education to their students using online tools requiring students to have internet access in order to participate in the online instruction.

School districts have identified internet hotspots and computer devices as the most needed resources to assist students that do not have internet access or computer devices at home. LACOE has secured funding to provide devices, hotspots and internet service to school districts within Los Angeles County to distribute to their students who are in need of these resources. Working with the County of Los Angeles, LACOE will distribute devices and hotspots based upon each Partnering School District's certified need as submitted to LACOE on or around August 27, 2020.

There will not be any exchange of funds between parties for services, hardware, or tasks associated with this MOU.

II. RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Sonia N. Hooks, M.Ed.	Name John A Garcia Jr
Coordinator, Technology Services Mobile # 562-390-0005 Hooks_Sonia@lacoe.edu	Title Superintendent
	E-mail jgarcia@dusd.net
	Phone Number 5624696510

MOU CARES Act Coronavirus Relief Fund - Distance Learning Devices

Memorandum of Understanding

LACOE will:

837

- 1. Purchase (number of hotspots) hotspots that include one free year of service.
- 2. Purchase 1,024 (number of Chromebooks) Chromebooks and/or zero (number of iPads) with built in MiFi that will include one free year of service.
- 3. Inventory and provide list of equipment with serial numbers for all equipment upon receipt from vendor(s).
- 4. Ship devices directly from the selected vendor(s) prior to 12/30/2020 to the name and address provided by the Partnering School District below.
- 5. Assist the Partnering School District with questions and facilitate support directly from the wireless carrier if necessary.
- 6. Release ownership of computer devices upon confirmation of receipt of delivery and submission of packing slip(s) signed by the Partnering School District.
- 7. Retain ownership of hotspots for one year, and thereafter release ownership to the Partnering School District. If the Partnering School District is not going to use a hotspot for the year, the Partnering School District will return it to LACOE.
- 8. Provide technical support information for the specific wireless carrier of the devices.
- 9. Submit this MOU for signature via Adobe E-Sign.

School District:

- Sign and return MOU via Adobe E-Sign to LACOE prior to receipt of equipment.
- 2. Identify main contact for receipt of equipment.

Name and Title

Phone Number

Email

John A Garcia Jr. - Superintendent 5624696510

igarcia@dusd.net

- 3. Accept ownership and maintenance of equipment.
- 4. Provide signed packing slips (include name of signer, title, phone number and email) to LACOE within 10 days of receipt of equipment. Signed packing slips to be scanned and emailed to LACOE contact referenced in Section II above.
- 5. Troubleshoot any equipment issues directly with wireless carrier prior to contacting LACOE.
- 6. Any additional services after the free year of internet service will require a new MOU if funds become available. Otherwise, if the Partnering School District would like to extend service, they will need to contract directly with the wireless carrier and LACOE will no longer be involved.
- 7. The Partnering School District certifies that the need for these devices and hotspots are necessary due to the public health emergency of COVID-19; and that the Partnering School District did not include purchase of these devices and hotspots in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act).
- 8. The Partnering School District will confirm that the hotspots have CIPA compliant filtering prior to distribution to their students and will manage the devices to the best of their ability. (initial by Partnering School District's Authorized Signer)
- 9. The Partnering School District will provide the equipment to the students identified as being in need and will receive a signed statement from the student, parent or guardian that the device and hotspot is needed due to the impact of COVID-19.

Memorandum of Understanding

III. TERMS OF UNDERSTANDING

The term of this MOU is for a period of (1) one year from the execution date of this agreement and may be extended upon written mutual agreement. It shall be reviewed as needed per written request via e-mail, to ensure that it is fulfilling its purpose and to make any necessary revisions.

Either organization may terminate this MOU upon thirty (30) days written notice without penalties or liabilities. At which time if there is any time left in the one year of free service, the Partnering School District will return equipment to LACOE so that LACOE may redistribute the equipment to other school districts in need.

On behalf of the organization I represent, I certify that I am an authorized signer.
Name of Partnering School District: Downey Unified

Name of Partnering School District Authorized Signer: John Garcia

Title: Superintendent

Signature: John A. Garcia, Jr.

Date: Oct 9, 2020

APPROVED BY LACOE

AUTHORIZATION

By: Tatricia Smith, Chief Financial Officer Date

AB

IV.

MOU#: **C-20632**



II. 28. RATIFY Amendment to the Memorandum of Understanding with the Los Angeles County Office of Education #20627 to accept ownership and maintain 417 additional Chromebooks with built-in MiFi though the receipt of additional CARES Act funding.

Supporting Documents



scan0460



Patricia Smith, Chief Financial Officer

Memorandum of Understanding Between Los Angeles County Office of Education And Partnering School District

Reference is made to the Memorandum of Understanding # C-20627 between the Los Angeles County Office of Education (LACOE) and the Downey USD (Partnering School District). Whereas, the Parties enter into this Memorandum of Understanding (MOU) to assist the Los Angeles County school districts and their families with providing tools to facilitate online distance learning initiatives during the Coronavirus Disease 2019 (COVID-19) Pandemic; and Whereas, LACOE has received additional CARES Act funding for Phase 2 Implementation to increase the number of tools to be provided to the Partnering School District; and Now therefore, LACOE and the Partnering District hereby agree to amend this MOU as follows: LACOE will: 1. Purchase 0 (number of hotspots) additional hotspots that include one (1) year of free service. (number of Chromebooks) additional Chromebooks with built-in MiFi that will include one (1) year of free service. 3. Purchase 0 (number of iPads) additional iPads with built-in MiFi that include one (1) year of free service. All other terms and conditions in the MOU remain in full force and effect. Except for the changes set forth hereinabove, this MOU shall not be changed in any respect by this Amendment. On behalf of the organization I represent, I certify that I am an authorized signer. Name of Partnering School District Authorized Signer: John Garcia Title: Superintendent ______Date: Dec 2, 2020 APPROVED BY LACOE Dec 2, 2020



II. 29. RATIFY the Memorandum of Understanding between Downey Unified School District and Orange County Department of Education Teacher Induction Program, effective July 1, 2020 through June 30, 2021.

Supporting Documents



MOU - OCDE - Teacher Induction Program - Cert HR - Mir

AGREEMENT NUMBER: 50925

Orange County Superintendent of Schools Institute for Leadership Development

Orange County Department of Education Teacher Induction Program

MEMORANDUM OF UNDERSTANDING

2020-2021

This Memorandum of Understanding (MOU) is entered into this 1st day of July, 2020, by and between the Orange County Superintendent of Schools, hereinafter referred to as SUPERINTENDENT, and Downey Unified School District, hereinafter referred to as "participating school district/school", and Brandman University, University of the Pacific, Vanguard University and University of Phoenix hereinafter referred to as "Participating Institution of High Education (IHE)", to form a Consortium, supporting qualifying teachers through the OCDE Teacher Induction Program.

A. PURPOSE

The purpose of this MOU is to establish a formal working relationship between the parties to this MOU and to set forth the operating conditions that will govern the OCDE Teacher Induction Program Consortium. Consortium members shall include but not be limited to the following participating school districts: Centralia School District, Cypress School District, Downey Unified School District, Fountain Valley School District, Huntington Beach City School District, Laguna Beach Unified School District, Los Alamitos Unified School District, Magnolia School District, Newport-Mesa Unified School District, Ocean View School District, Orange County Educational Arts Academy, Orange County School of the Arts, the Orange County Department of Education's Special Schools and Programs, Tustin Unified School District, Westminster School District, and participating charter schools, non-public schools, and private schools enrolled through school partnerships throughout Orange County.

B. GOALS

The goal of the OCDE Teacher Induction Program Consortium is to provide quality professional development and support to candidates required by the Commission on Teacher Credentialing to clear their preliminary multiple, single subject, and/or Education Specialist credentials through a CTC – approved Induction program. This support is provided by trained mentors who engage candidates in reflective practice and just in time support.

C. PARAMETERS

- 1. The term of this MOU shall commence on July 1, 2020 and end on June 30, 2021.
- 2. Contract monitoring responsibilities for this MOU shall rest with the SUPERINTENDENT.

D. RESPONSIBILITIES – General

- The OCDE Induction Advisory Council is comprised of a senior level administrator from each General Education participating school/ district, at least one representative from the private school collaborative, a representative from each of the participating Institutions of Higher Education (IHE), and the SUPERINTENDENT's designee; the OCDE Teacher Induction Program Coordinator. Responsibilities of the Advisory Council are as follows:
 - a. Meet a minimum of two (2) times during the term of this MOU to review the design and implementation of the Induction Programs;
 - b. Provide operational leadership guidance for the Induction Programs; and
 - Review all required reports and documents, as required by the Commission on Teacher Credentialing, with the I.L.D. program staff.

2. SUPERINTENDENT agrees to the following:

- a. Serve as Lead Educational Agency (LEA) of the Consortium.
- b. Serve as the fiscal agent.
- c. Serve as a contact among state agencies, participating school districts, participating charter schools, non-public schools, private schools and participating IHE's.
- d. Serve as a clearinghouse for information, data collection and reporting requirements.
- e. Employ a full-time Coordinator(s) and an Administrative Assistant to provide direction and support for the OCDE Teacher Induction Program.
- f. Provide administration, management and coordination of project activities as described in the California Induction Common and Program Standards as well as guidelines of SB 2042.
- g. Provide workspace for all OCDE Teacher Induction Program staff and secretarial support.
- h. Provide all program materials to each participating school's Mentors, and to all candidates enrolled in the OCDE Teacher Induction Program.
- Provide professional development and mentoring support to all candidates enrolled in the OCDE Teacher Induction Program.
- j. Provide reimbursement for up to two (2) substitute days per candidate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day. Please note: documentation confirming the use of those sub days, along with an invoice, must be submitted to OCDE no later than May 30, 2021. See Exhibit A attached hereto and incorporated by reference herein.

- k. Provide appropriate training(s) for one (1) Lead Mentor from each school/district, for Mentors assigned to candidates, and for those individuals identified by the OCDE Induction Advisory Council as future Induction Program leaders.
- 1. Upon completion of the responsibilities defined in the 2019-2020 Mentor Agreement, each Mentor will be paid a stipend in the amount of One thousand eight hundred dollars (\$1,800.00) per candidate served. Should a candidate or Mentor leave the Consortium prior to the end of the school year, the stipend due to the Mentor shall be prorated at a rate of One hundred eighty dollars (\$180.00) per month of mentor support provided. *Please note: Mentors will not receive additional compensation for mileage.* See Exhibit B attached hereto and incorporated by reference herein.
- m. Provide each participating school district/collaborative a Lead Mentor stipend based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

1 - 5	Candidates	\$1,800.00
6 - 10	Candidates	\$2, 300.00
11 - 15	Candidates	\$2,800.00
16 - 20	Candidates	\$3, 300.00
21 - 25	Candidates	\$3,800.00
26 - 30	Candidates	\$4, 300.00
31 - 35	Candidates	\$4,800.00
36 - 40	Candidates	\$5, 300.00
41 - 45	Candidates	\$5,800.00
46 - 50	Candidates	\$6, 300.00

*For every additional 5 Candidates enrolled, the Lead Mentor stipend will be increased by \$500.00.

n. Provide each participating school/district an Assistant Lead Mentor stipend when the candidate enrollment exceeds twenty-five (25). The stipend is based on the number of candidates for which the Lead Mentor has oversight responsibilities as represented in the scale below:

26 - 30	Candidates	\$1,000.00
31 - 35	Candidates	\$1,200.00
36 - 40	Candidates	\$1,400.00
41 - 45	Candidates	\$1,600.00
46 - 50	Candidates	\$1,800.00

*For every additional 5 Candidates enrolled, the Assistant Lead Mentor stipend will be increased by \$200.00.

In the event that the district enrollment exceeds twenty-five (25) candidates, the school/district may opt to establish Co-Leads, in lieu of one Lead Mentor and Assistant Lead Mentor. In this case, the school/district will receive the combined amount (Lead Mentor stipend + Assistant Lead Mentor stipend) to divide equally among the two Co-Leads. Co-Leads must be established prior to the start of the program year.

Finally, in the event that an Assistant Lead Mentor is needed, for short-term support, due to extenuating circumstances and candidate enrollment is less than twenty-five (25), the OCDE Induction Advisory Council may approve a Five hundred dollars (\$500.00) stipend that will be paid to an identified individual to secure that support.

- o. Provide advisement, which may result in providing mentor support, for those potential candidates hired after the close of enrollment. See Exhibit C attached hereto and incorporated by reference herein.
- p. Provide information for participating school/district Site Administrators in support of the California Standards for the Teaching Profession (CSTP), Induction Program Standards and/or other current educational issues.
- q. Establish one (1) monthly Lead Mentor meeting from August May to review program content and address Mentor needs. The OCDE Teacher Induction Program will reimburse the participating school/district at a rate not to exceed the sum of One hundred fifty dollars (\$150.00) per substitute day used by the Lead Mentor.
- r. Establish an Assessor Cadre to review and assess candidate competence as measured by specific program assessments.
- s. Convene and facilitate the OCDE Induction Advisory Council meetings.
- t. Organize and facilitate OCDE Teacher Induction Program evaluations. Establish and maintain accurate records for the OCDE Teacher Induction Program. Submit required reports and documents to appropriate agencies as requested.
- 3. SCHOOL, DISTRICTS AND INDEPENDENT SCHOOLS NOT COVERING TUITION COSTS FOR THEIR CANDIDATES agree to do the following:
 - a. Adhere to the decisions made by the OCDE Induction Advisory Council regardless of whether said district/school chooses to be present during Council sessions.
 - b. Support the identification of the Lead Mentor by the OCDE Teacher Induction Program Coordinator. The Lead Mentor will attend appropriate meetings, monitor the implementation of the defined induction program design and complete all required paperwork in a timely manner on behalf of the school/district.
 - c. Assist the OCDE Teacher Induction Program Coordinator in the recruitment and enrollment of perspective candidates according to Commission-defined criteria for eligibility. Those individuals responsible for the initial eligibility screening are to be current in their understanding of CTC regulations and procedures.
 - d. Ensure that all newly enrolled candidates participate in an advisement session and verify this advisement by signing the Candidate Letter of Commitment and Advisement for each Candidate enrolled.

- e. Ensure that the OCDE Teacher Induction program is notified of potential candidates hired beyond the standard OCDE Teacher Induction program enrollment period. See Exhibit C attached hereto and incorporated by reference herein.
- f. Ensure that all candidates and mentors participate in required cohort meeting(s).
- g. Assist the OCDE Teacher Induction Program Coordinator in the recruitment of mentors according to the established OCDE Teacher Induction Program criteria and process.
- Ensure that all mentors understand the requirements of the OCDE Induction Program as defined for candidates and mentors.
- i. Ensure that all mentors attend all training required as defined for each mentor track i.e.; New Mentor or Returning Mentor.
- j. Support the Candidate in the development and implementation of an Individual Learning Plan, which may not be used for evaluative purposes.
- k. Ensure the appropriate tracking of all Substitute coverage used for the OCDE Induction Program and remit an invoice reflecting all Substitute coverage reimbursement on or before May 30, 2021. OCDE will approve the invoice and release the funds no later than June 30, 2021. OCDE reserves the right to make additional adjustments based on confirmed use of Substitute days.
- 1. Upon receipt of the detailed disbursement document, each school/district will create an invoice for the total disbursement amount and send it to OCDE no later than May 1, 2021. OCDE will approve the disbursement and release the funds no later than June 30, 2021. OCDE reserves the right to make additional adjustments to final disbursement amount based on fulfilment of defined responsibilities. Upon receipt of funds, the independent school or member district will issue mentor stipends for the amounts defined in the final disbursement letter that accompanies the funds. This will be done by the school/district within fourteen days of receiving said funding.
- m. Provide training space when requested by SUPERINTENDENT as part of their collaborative contribution.
- n. Participate in the evaluation of SB 2042 standards of the Induction Program.
- o. Ensure that all Site Administrators, who supervise an OCDE Induction candidate, participate in the following: Triad Meetings, review of program newsletters, Exit Presentations, End-of-Year Colloquium and all program evaluations.
- 4. PARTICIPATING INSTITUTIONS OF HIGHER EDUCATION (IHE) agree to the following:
 - a. Appoint a liaison who will fulfill the roles and responsibilities of a university program co-sponsor as specified in the Induction Program Preconditions & Standards.

- b. Require the liaison to serve as a member of the OCDE Induction Advisory Council and attend all OCDE Induction Advisory Council meetings.
- c. Provide current research regarding effective teacher induction practices, teacher retention, and Induction Program standards as might be requested by the OCDE Induction Advisory Council.
- d. Participate in the development, assessment, and evaluation of the Induction Program.
- e. Provide information to Consortium participants regarding university program opportunities as appropriate.
- Facilitate appropriate support services as identified by the OCDE Induction Advisory Council and program staff.

E. RESPONSIBILITIES – Fiscal

- 1. SUPERINTENDENT, in its capacity of LEA, agrees to the following:
 - a. Assume overall fiscal responsibility for the administration of all funds received, to include submission of year-end expenditure reports, and any other documentation sought by the California Department of Education (CDE) and/or the Commission on Teacher Credentialing (CTC).
 - b. Develop and maintain a budget that allocates funds sufficient to meet the costs of implementing program requirements as described above.
 - c. Monitor all budget expenditures and funds accordingly to established policies and procedures outlined by the funding agency.
 - d. In the event that a candidate chooses to withdraw from the OCDE Teacher Induction Program, that teacher will be financially responsible for reimbursing the program for any costs incurred during that teacher's enrollment. This may include, but not be limited to the cost of materials, trainings and Mentor compensation.
 - The obligation of SUPERINTENDENT under this MOU is contingent upon the availability of funds furnished through tuition monies collected. In the event that such funding is terminated or reduced, this MOU may be terminated and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated funding actually received by the SUPERINTENDENT. SUPERINTENDENT shall provide the participating school district written notification of such termination. Notice shall be deemed given when received by the participating school district no later than three (3) days after the day of mailing. The address to which notices or demands may be given to either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this MOU, the addresses of the parties are as follows:

PARTICIPATING DISTRICT/SCHOOL:

Downey Unified School District

11627 Brookshire Avenue Downey, California 90241

Attn:

SUPERINTENDENT:

Orange County Superintendent of Schools

200 Kalmus Drive

Costa Mesa, California 92626 Attn: Patricia McCaughey

F. SHARED ACCOUNTABILITY

- In order to ensure that all candidates have the opportunity to participate in program activities, SUPERINTENDENT and the Participating School and/or districts agree to the following:
 - a. Develop strong communication links among all parties to this MOU, so that all information distributed is accurate and timely.
 - b. Distribute documentation regarding the roles and responsibilities of candidates, Mentors, and School Site Administrators annually.
 - Collaborate in stakeholder meetings with candidates and Mentors to make program recommendations and revisions.
 - d. Jointly develop and maintain records and documentation of activities/trainings conducted by the OCDE Teacher Induction Program.

G. TERMS AND CONDITIONS.

- Any and all products developed for the OCDE Teacher Induction Program are the exclusive property of the Orange County Superintendent of Schools and the right to disseminate, market, or otherwise use the products shall only be with the express prior written permission of the SUPERINTENDENT.
- 2. Either party may terminate this MOU, with or without cause, upon thirty (30) days written notice served upon the other party. Notice shall be deemed given when received by the other party, no later than three (3) days after the day of mailing, whichever is sooner.

[THIS SECTION INENTIONALLY BLANK]

Orange County Superintendent of Schools	Downey Unified School District
By: Yahu M' Cuuß Authorized Signature	By: Authorized Signature
	G
Printed Name Patricia McCaughey	Printed Name: Alyda R. Mir
Title: Administrator	Title: Assistant Superintendent, Cert. HR
Date: November 4, 2020	Date: December 14, 2020
DowneyUSD-InductionMOU-NoTuition(50925)21 Zip5	

EXHIBITS"A", "B", & "C"





Orange County Department of Education Teacher Induction Program



Substitute Teacher Coverage Confirmation

Name:	District/School:	
I am a (select one):	☐ Candidate	
	☐ Mentor	
Date Sub needed:	for (select one):	☐ a full day
		□ a half day
		□ # of hours:
I secured a sub se	o that I could complete:	
No.	Observe my Candidate (My Candidates' Participate in a Focus Teacher Observation Lead Mentor Meeting/Responsibilities	name is
Signature of Individu	ual Submitting this documentation:	
Date of submission:		
Signature of School	Personnel*:	
Print Name of School	l Personnel:	
*Thi	s is to confirm that a substitute teacher w and should be signed by the appropriate	

Candidates and Mentors are to submit completed document to their LEAD MENTOR immediately following the use of the sub. OCDE cohort members please provide directly to your school for end of year invoicing.



Orange County Department of Education Institute for Leadership Development Teacher Induction Program



Mentor Agreement

I agree to serve as an Induction Mentor for the Orange County Teacher Induction program. I understand that I am making a two-year commitment to this program. As an Induction Mentor, I will develop and sustain a relationship with each Induction candidate I am assigned to, built upon collaboration and reflection. Upon successful completion of these agreements, I will receive a \$1,800.00 Mentor stipend annually.

Support for Induction Candidate

- meet one-on-one with each assigned Induction candidate for a minimum of one (1) hour per week
- assist in the formulation of each assigned Induction candidate's Individualized Learning Plan;
- assist in the collection of evidence documenting the application of each professional growth goal:
- facilitate the annual Triad meeting with the Site Administrator and Induction candidate;
- assist the Candidate in the inquiry cycle as they plan, teach, reflect, and apply new insights;
- conduct a classroom observation one time per semester for each candidate;
- participate in the end-of-semester review and in each candidate's Exit Presentation;
- be able, willing, and flexible to meet my Candidate's needs for support

Documentation

- complete all program surveys
- maintain the Mentor Log used to document support provided to the Induction candidate:
- complete all Mentor Induction tools that have been defined in the Induction program design
- submit observation data collected, once per semester

Professional Development

- show growth in the mentor practice standards via a mentor goal or micro credential completion;
- attend and actively participate in all scheduled cohort mentor check-in meetings;
- attend and actively participate in Mentor training sessions as defined below:
 - Coaching Foundations: (new mentors only) 2 online modules and a 1.5 hour online meeting
 - Training #1: (all mentors) 2 hour online meeting (all mentors)
 - Training #2 (all mentors) 2 hour online meeting (all mentors)
 - Training #3 (all mentors) 2 hour online meeting (all mentors)

Mentor Name	Date



their Preliminary/Level 1 credential is issued.



OCDE Teacher Induction Program New Hire Evaluation and Advisement

District Information:	- CONTROL - CONT	
New (Late) Hire Name:	Date Hired:	
Mentor Available:(Y/N)	District/School/Assignment:	
Whenever possible it is a priority of the Orange Cour Induction Program to support new teachers in their fi OCDE Induction program ends on October 1st each participate in an Individualized Induction Meeting(IIM made to allow them to take advantage of the Induction the Orange County Department of Education to set uncomplete their IIM for this year. At this appointment the responsibilities related to Induction. Based on the evaluation the new hire will be advised which may include the ability to join the Induction procandidate is not able to be served by the OCDE Induction about enrollment for the next program year and containformal support people are arranged through the discounter of the program of the program of the discounter of the people are arranged through the discounter of the program of the program of the discounter of the people are arranged through the discounter of the program of t	rst years of teaching. Standard registration for the year. Candidates who are hired after that date can) to determine if any program modifications might be on program this year. Please have candidates contactly this appointment within 30 days of their hire, to hey will also be advised of their rights and on the OCDE Induction program's support options ogram with or without modification this year. If a liction program this year they will be given information act information for an informal support person.	
Date of Evaluation and Advisement:	Date of Induction enrollment:	
Support Determination:	Modifications Required:	
District Representative Signature and Date:		
Induction Coordinator Signature and Date:		
New Hire Signature and Date:Questions or concerns can be directed to Jacquelyn Sanboor by phone at 714-327-8187. The new hire has the right to advised that California teaching credential holders have five	a copy of this document upon request and has been	



II. 30. APPROVE the Student Data Privacy Agreement with TransFinder Corporation, Schenectady, New York, for the use of transportation management system software for the Transportation Services Department from January 12, 2021 through June 30, 2022.

Supporting Documents

Student Data Privacy Agreement - TransFinder Corporation - Transportation Services

Student Data Privacy Agreement

Downey Unified School District

and

TRANSFINDER CORPORATION

12/16/2020

This	Stude	nt Data	Privacy A	greement ("DPA") is entered into by and between th	e
Downey	unified	School	DISTRICT	(hereinafter referred to as "LEA") and	
	r Corporation			(hereinafter referred to as "Provider") on	12/16/2020
The Partie	s agree to the	ne terms	s 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

Agreement"); and

("Services")

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

WHEREAS, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; 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", agrees 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 the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. 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. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
- 2. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in <u>Exhibit "A"</u> hereto:

3.	Student Data to Be Provided. In order to perform the Services described in the Service
	Agreement, LEA shall provide the categories of data described below or as indicated in the
	Schedule of Data, attached hereto as Exhibit "B":
1	

4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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 or any other Pupil Records 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 Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records 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 personally identifiable information on 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 reasonably timely manner to the LEA's request for personally identifiable information 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 Pupil Records of 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. <u>Separate Account</u>. Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
- 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 unless legally prohibited.

- 5. No Unauthorized Use. Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
- 6. <u>Subprocessors</u>. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this DPA

ARTICLE III: DUTIES OF LEA

- Provide Data In Compliance With FERPA. LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this DPA.
- 2. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 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.
- District Representative. At request of Provider, LEA shall designate an employee or agent of
 the District as the District representative for the coordination and fulfillment of the duties of this
 DPA.

ARTICLE IV: DUTIES OF PROVIDER

- Privacy Compliance. The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
- 2. <u>Authorized Use</u>. 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.
- Employee Obligation. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared under the Service Agreement.

- 4. No Disclosure. Provider shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications.
- 5. Disposition of Data. Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 6 months of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the 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. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- 6. Advertising Prohibition. Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

ARTICLE V: DATA PROVISIONS

- <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures 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 in <u>Exhibit "D"</u> hereto. These measures shall include, but are
 not limited to:
 - a. Passwords and Employee Access. Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by 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. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data.
 - b. Destruction of Data. Provider shall destroy all personally identifiable 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 a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices 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 computer 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, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. Security Coordinator. 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.
- 2. <u>Data Breach</u>. 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. 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. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.

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 said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- 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. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
- 2. <u>Termination</u>. 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.
- 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).

- 4. Priority of Agreements. This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this 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, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
- 6. <u>Application of Agreement to Other Agencies</u>. Provider may agree by signing the General Offer of Privacy Terms be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
- 7. 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.
- 8. 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.
- Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA,

WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN LOS Angeles COUNTY, CALIFORNIA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this	Student Data Privacy Agreement
as of the last day noted below.	
Downey Unified School District	
	Date: January 12, 2021
Printed Name: Christina Aragon	Title/Position: Assoc. Supt. Bus. Svcs.
Trnasfinder Corporation	
Goden Sail	Date: 12/16/2020
Printed Name: Clinton Smith	Title/Position: Dir of Support Services

 $Note: Electronic\ signature\ not\ permitted.$

EXHIBIT "A"

DESCRIPTION OF SERVICES

Transfinder is a global logistics software company that provides transportation management systems and services to school districts and develops and supports routing and scheduling solutions for optimal transportation logistics.	

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application	IP Addresses of users, Use of cookies etc.	
Technology Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
	Standardized test scores	TT
A CONTRACTOR CONTRACTOR CONTRACTOR	Observation data	
Assessment	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	V
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
	Date of Birth	
	Place of Birth	
	Gender	V
	Ethnicity or race	V
Demographics	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
	Student school enrollment	-
	Student grade level	
	Homeroom	~
Enrollment	Guidance counselor	
Linoinnein	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
	Address	V
Parent/Guardian	Email	V
Contact Information	Phone	V
Parent/Guardian ID	Parent ID number (created to link parents to students)	П
arent/Guardian Name	First and/or Last	171

Category of Data	Elements	Check if used by your system
-		
Schedule	Student scheduled courses Teacher names	
	English language learner information Low income status	
	Medical alerts	-
Special Indicator	Student disability information Specialized education services (IEP or 504)	V
	Living situations (homeless/foster care)	
	Other indicator information- Please specify:	
Category of Data	Elements	Check if used by your system
Student Contact	Address Email	V
Information	Phone	7
A		.00
	Local (School district) ID number	V
Student Identifiers	State ID number Vendor/App assigned student ID number	V
	Student app username Student app passwords	
Student Name	First and/or Last	V
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	П
Student work	Student generated content; writing, pictures etc.	Ш

Elements	Check if used by your system
Other student work data - Please specify:	
Student course grades	
Student course data	
Student course grades/performance scores	
Other transcript data -Please specify:	
	Other student work data - Please specify: Student course grades Student course data Student course grades/performance scores Other transcript data -Please

Category of Data	Elements	Check if used by your system
	Student bus assignment	v
Transportation	Student pick up and/or drop off location	V
	Student bus card ID number	
	Other transportation data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

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 Vendor 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.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Operator: For the purposes of SB 1177, SOPIPA, 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 AB 1584.

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, without limitation, at least the following:

First and Last Name

Home Address Email Address

Telephone Number Discipline Records

Test Results

Special Education Data

Juvenile Dependency Records

Grades

Evaluations

Criminal Records

Medical Records

Health Records

Social Security Number

Biometric Information Socioeconomic Information Food Purchases

Disabilities

Political Affiliations

Religious Information

Text Messages Student Identifiers **Documents** Search Activity

Photos Videos Voice Recordings

General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

Information in the Student's Email

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 Service Agreement the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

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 local educational LEA employee.

SB 1177, SOPIPA: Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

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 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 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

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.

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. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

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" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) 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"

DATA SECURITY REQUIREMENTS

Data accessed by Transfinder from the District must be protected by encryption technology.	
Transfinder must have appropriate network firewall to protect servers hosting the data.	Vs appears on



II. 31. ACCEPT and APPROVE the use of the Fairfield-Suisun Unified School District California Student Data Privacy Agreement with Seesaw Learning, Inc., San Francisco, in the anticipated annual amount of \$6,000.00, with no guarantee that this amount will be met or exceeded, for the use of online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents



California Student Data Privacy Agreement - Seesaw Learning, Inc. - Technology

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (July 3, 2018)

Fairfield-Suisun USD

AND

Seesaw Learning, Inc.

July 22, 2019

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Fairfield-Suisun USD

(hereinafter referred to as "LEA") and Seesaw Learning, Inc.
(hereinafter referred to as "Provider") on July 22, 2019

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 July 22, 2019 ("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:

1. <u>Purpose of DPA</u>. The purpose of this DPA is to describe the duties and responsibilities to ARTICLE I: PURPOSE AND SCOPE

protect student data transmitted to Provider from the 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.

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:

Exhibit A

- 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. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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

- 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. <u>Separate Account</u>. 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. <u>Subprocessors</u>. 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

- 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. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 4. <u>Unauthorized Access Notification</u>. 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

- <u>Privacy Compliance</u>. 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. <u>Authorized Use</u>. 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.
- 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

 <u>Data Security</u>. 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. <u>Data Breach</u>. 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. <u>Term</u>. 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. <u>Termination</u>. 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. <u>Effect of Termination Survival</u>. 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. <u>Notice</u>. 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 re	epresentative 1	for th	e LEA	. for	this	Agreement	is:
-------------------	-----------------	--------	-------	-------	------	-----------	-----

Name: Michelle Henson	
Title: Asst. Supt. of Business Services	
Contact Information: michellehe@fsusd.org	
(707) 399-5123	-
2490 Hilborn Road, Fairfield, CA 94534	-
Name: Nicole Bowler	_
Title: District Partnerships	
Contact Information:	
	*
180 Montgomery St, Suite 750, San Francisco, CA 94104	

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:

	: Alison Murphy	
i me:	Head of Operations	
Conta	ct Information:	
	@seesaw.me	

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

cither 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 OF THE 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. <u>Authority</u>. 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. <u>Successors Bound</u>. 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.

Seesaw Learning, Inc.

BY: Autos	_ _{Date:} 7/24/2019
Printed Name: Alison Murphy	Title/Position: Head of Operations

Fairfield-Suisun USD

BY: Whichell X ans DD Date: 8/20/19

Printed Name: Michelle Henson Title/Position: Asst. Supt. of Business Services

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Seesaw inspires engagement by giving students powerful creative tools to capture their learning. Students are even more motivated knowing they can show their learning to classmates, teachers, and families right in the app.

Seesaw for Schools has additional features for districts that want to roll out Seesaw district-wide.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	H. IAMARITE	
Application	IP Addresses of users, Use of cookies etc.	Х
Technology Meta Data	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores Observation	
	data Other assessment data-Please specify:	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	X

		Control of the Contro
A STATE OF THE PROPERTY OF THE	Conduct or	
Conduct	behavioral	
No. of Particular Control of Cont	data	
20 - 14 - 17 - 18 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		
	Date of Birth	
	Place of Birth	
	Gender	T
	Ethnicity or	
	race	
	Language	
	information	
	(native,	
Demographics	preferred or	
	primary	
	language	
	spoken by	
	student)	
	Other	
	demographic	
	information-	7
	Please specify:	
	Student school	
	enrollment	
	Student grade	V
	level	X
	Homeroom	
	Guidance	
	counselor	
Enrollment	Specific	
Linoimient	curriculum	
	programs	
	Year of	
	graduation	
	Other	
	enrollment	
	information-	
	Please specify:	
Parent/Guardian	Address	
Contact	Email	X
Information	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	X
Schedule	Student scheduled courses Teacher names	X
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	Address Email	X
Information Student Identifiers	Phone Local (School district) ID	X

***************************************	number		
	State ID		
	number		
	Vendor/App		
	assigned		
	student ID		
	number		
	Student app		
	username		
	Student app		
	passwords		
Student Name	First and/or	X	
	Last		
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	X	
	generated	^	
Student work	content;		
	Controlle,		
Student work			
Student work	writing, pictures etc.		

	work data - Please specify:	
	Student course grades	
	Student course data	
Transcript	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 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.

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 Vendor 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

Fairfield-Suisun USD

directs Seesaw Learning, Inc.

to

dispose of data obtained by Company pursuant to the terms of the Service Agreement between LEA and Company. 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 Providence	Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms Provider offers the same privacy protections found in and which is dated July 22, 2019 to any oth General Offer though its signature below. This General and Provider's signature shall not necessarily bind I schedule of services, or to any other provision not add LEA may also agree to change the data provided by unique needs of the LEA. The Provider may with material change in the applicable privacy statues; (2) subject listed in the Originating Service Agreement signature to this Form. Provider shall notify CETPA information may be transmitted to the Alliance's user	er LEA ("Subscribing LEA") who accepts this al Offer shall extend only to privacy protections Provider to other terms, such as price, term, or dressed in this DPA. The Provider and the other LEA to the Provider in Exhibit "B" to suit the traw the General Offer in the event of: (1) a a material change in the services and products; or three (3) years after the date of Provider's in the event of any withdrawal so that this
Seesaw Learning, Inc.	
BY: Anhan	Date: 7/24/2019
Printed Name: Alison Murphy	Date: 7/24/2019 Title/Position: Head of Operations
2. Subscribing LEA	
A Subscribing LEA, by signing a separate Service Agree accepts the General Offer of Privacy Terms. The Subsbound by the same terms of this DPA.	
BY:	Date: January 12, 2021
Printed Name: Christina Aragon	Title/Position: Associate Superintendent, Business Services
TO ACCEPT THE GENERAL OFFER, THE SU SIGNED EXHIBIT TO THE PERSON AND EMAIL	
Name: Alson Murphy	
Title: Head of Operations	
Email Address: Privacy@ Spesaw	·me

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

00618-00001/4274378.1



II. 32. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Clever Prototypes, LLC, Boston, Massachusetts, in the anticipated annual amount of \$2,600.00, with no guarantee that this amount will be met or exceeded, for the use of Storyboard That online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents

California Student Data Privacy Agreement - Clever Prototypes LLC - Technology for Doty MS

CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Oak Grove School District

AND

Provider:

Clever Prototypes LLC

Date: 01/08/2020

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Oak Grove School District (hereinafter referred to as "LEA") and Clever Prototypes LLC (hereinafter referred to as "Provider") on 01/08/2020 . 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 01/08/20 ("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.
- 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 <u>Exhibit "A"</u>

hereto: Storyboard That provides an online platform for storyboard and comic creation.

- 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. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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. <u>Separate Account</u>. 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

- 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.
- 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. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 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

- 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.
- 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

<u>Data Security</u>. 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 <u>Exhibit "F"</u> 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.
- 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.

- 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.
 - 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.
 - 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:
 - 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. <u>Term.</u> 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.
- 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: Kendra Wilkinson Title: Customer Success Contact Information:

kendra@storyboardthat.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: Kendra Wilkinson Title: Customer Success Contact Information:

kendra@storyboardthat.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. <u>Authority</u>. 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. <u>Waiver</u>. 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. <u>Successors Bound</u>. 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]

of the last day noted below. Clever Prototypes LLC Provider:	ve executed this California Student Data Privacy Agreement as
BY: Kendra Wilkinson	Date: 01/08/2020
Printed Name: Kendra Wilkinson	Title/Position: Customer Success
Local Education Agency:	04/09/0000
BY: Najeeb Qasimi	Date: 01/08/2020
Printed Name: Najeeb Oasimi	Title/Position: <u>Director</u>

EXHIBIT "A"

DESCRIPTION OF SERVICES

Storyboard That provides an online platform for storyboard and comic creation.

Our Promises

We do not create profiles of students for anything other than school purposes

We do not sell our student data

With an exception if we were to sell / merge the company (merger, acquisition, asset sale or similar transaction) our service and data would go to our acquirer / combined venture.

We do not target advertisements at students

We do not knowingly disclose student data unless that data is explicitly and intentionally made public by the school/teacher, or required by law At any time any administrator can delete any and all data from our systems

Excluding backups, see above

We do have access to view and edit your data which we use to improve our product offering (ex: by looking at which features/art are used and how), assist with customer care issues, and verify our systems are running the way we intend.

Any employee or contractor with access has signed an extensive NDA, and must follow our IT

policies Repeating our policies again, we do not sell or license this data to any third party, or use this data in any way to advertise to students

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application	IP Addresses of users, Use of cookies etc.	х
Technology Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
	Standardized test scores	
2-18/10/00/07/19/00	Observation data	
Assessment	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	
	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
Demographics	Language information (native,	
	preferred or primary language	
	spoken by student)	
	Other demographic information-Please specify:	
	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
Enrollment	Specific curriculum program	
	Year of graduation	
	Other enrollment	
	information-Please specify:	
Parent/Guardian	Address	
Contact	Email	
Information	Phone	
Parent/Guardian	Parent ID number (created to	
ID	link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
Schedule	Teacher names	la contraction
	English language learner information	
Special Indicator	Low income status	1
	Medical alerts/health data	1
	incurcar altris/ficarin data	1

	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
	Address	the most factor of the
Student Contact	Email	
Information	Phone	
	Local (School district) ID	
	number	
	State ID number	
Student	Provider/App assigned student	
Identifiers	ID number	
	Student app username	Delitorio Oriano
	Student app passwords	
Student Name	First and/or Last	
orden rame		
	Program/application performance (typing	
Student In App	program-student types 60 wpm,	
Performance	reading program-student reads	
	below grade level)	
	Academic or extracurricular	A THE RESERVE
Student Program	activities a student may belong to	
Membership	or participate in	
Student Survey	Student responses to surveys or	
Responses	questionnaires	
	Student generated content;	V
	writing, pictures etc.	X
Student work	Other student work data -Please	
	specify:	
	Student course grades	OR WILLIAM CONTROL
	Student course data	
	Student course	
Transcript	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:	
	Please list on the next page each	
Other	additional data element used,	
Other	stored or collected by your	
	application	

No Student Data Collected at this time X
* 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: Students 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 Clever Prototypes LLC to dispose of data btained 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	Destruction or deletion of data.	
Disposition shall be by:	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	As soon as commercially practicable	
Data shall be disposed of by the following date:	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 01/08/2020 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: Clever Prototypes LLC	
BY: Kendra Wilkinson	Date: 01/08/2020
Printed Name: Kendra Wilkinson	Title/Position: Customer Success

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:

Ar Printed Name: Christina Aragon

Date: November 30, 2020

Title/Position: Associate Superintendent

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Kendra Wilkinson

Title: Customer Success

Email Address: kendra@storyboardthat.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

00618-00001/4274378.1



II. 33. ACCEPT and APPROVE the use of the Ventura County Office of Education California Student Data Privacy Agreement with Newsela, Inc., New York, New York, in the anticipated annual amount of \$10,000.00, with no guarantee that this amount will be met or exceeded, for the use of online software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents



California Student Data Privacy Agreement - Newsela, Inc. - Technology

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

	School District/Local Education Agency:
Ventura County Office	e of Education
	AND
	Provider
Newsela, Inc.	
	Date:
1/13/20	

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Ventura County Office of Education

(hereinafter referred to as "LEA") and Newsela, Inc. (hereinafter referred to as "Provider") on 1/13/20 the terms as stated herein.

The Parties agree to

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

1/13/20

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.

Newsela Services

- 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. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. 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. <u>Subprocessors</u>. 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

- 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
- 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.
- 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

- 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. <u>Authorized Use</u>. 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.
- 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

<u>Data Security</u> 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. <u>Data Breach</u>. 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.
 - 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.
 - 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

- 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. <u>Termination</u> 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.
- 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: Lisa Cline

Title: Executive Director, Internal Business Services

Contact Information: Lisa Cline 805-383-1942 Icline@vcoe.org

The designated representative for the Provider for this Agreement is:

Name: <u>Chris Mezzatesta</u> Title: Chief Customer Officer

Contact Information: 620 8th Avenue, 21st Floor New York, NY 10018

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: Chris Mezzatesta
Title: Chief Customer Officer

Contact Information: 620 8th Avenue, 21st Floor New York, NY 10018

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. <u>Successors Bound</u> 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.	Newsela, Inc.	-	. 1 1		
BY /VII	Date	:	1/13/20		
Printed Name:	Mezzatesta Title	e/Position:	Chief Customer	Officer	
Local Education Ager	ncy:Ventura Count	y Office o	of Education		
BY Jusa C	leve Date	2-18	-3090		
Printed Name LISO	Cline Till	e/Position	Executive	Directo	

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Newsela Services: Newsela provides content at differentiated consumption levels along with integrated assessments via www.newsela.com (the "Website"), the Newsela mobile application ("App") and any other websites or applications of Newsela, Inc. Services include ongoing upgrading of the consumption level algorithm, communications with teachers and administrators in support of their use of the product, as well as the benefits of related research and development, improvements and supplements supporting the Newsela offerings, the Website and/or the App (collectively, the "Services").

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
	IP Addresses of users, Use of cookies etc.	X
Application Technology Meta Data	Other application technology meta data- Please specify:	X Browser user agents
Application Use Statistics	Meta data on user interaction with application	X Can be furnished upon request
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	
	data	
	Date of Birth	X
	Place of Birth	
t	Gender	
ţ	Ethnicity or	
	race	
ŀ	Language	
	information	
	(native,	
Demographics	preferred or	
Demograpines	primary	
}	language	
	spoken by	į.
	student)	
	Other	
	demographic	3
	information-	
	Please specify:	
	Student school	
	enrollment	X
	Student grade level	X
	Homeroom Guidance	
	counselor	
Enrollment	Specific	
	curriculum	
	programs	
	Year of	
	graduation	
	Other	
	enrollment	Ì
	information-	
	Please specify:	
D 1/C P		
Parent/Guardian	Address	
Contact	Email	
Information	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 Phone	X
Student Identifiers	Local (School district) ID	

	number	
	State ID	
	number). A
	Provider/App	
	assigned	
	student ID	
	number). «
	Student app	X
	username	
	Student app	X
	passwords	
	First and/or	V
Student Name	Last	X
	Department (mark)	X
	Program/appli- cation	^
	performance	
	(typing	
	program-student	
Student In	types 60 wpm,	
App	reading	
Performance	program-student	
	reads below	
	grade level)	
	grade revery	
	Academic or	
van V	extracurricular	
Student	activities a	
Program	student may	
Membership	belong to or	
	participate in	
	Student	X
Student	responses to	
Survey	surveys or	
Responses	questionnaires	3
	questionianes	
	Student	X
	generated	N)
198	content;	
Student work	writing,	
	pictures etc.	
		X Quiz answer
	Other student	X Quiz answe

	work data - Please specify:	annotations
	Student course grades	
	Student course data	
Transcript	Student course grades/perfor- mance scores	
	Other transcript data -Please specify:	
	Student bus assignment	
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list 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 needed

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanau: 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 PH.

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

Ventura County Office of Education	directs Newsela, Inc.	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.
±34.	
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.
	and the second s
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 Providence	Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

Provider of Terms And which is dated 1/13/20 General Offer though its signature below. This General and Provider's signature shall not necessarily bind Provider of Services, or to any other provision not add LEA may also agree to change the data provided by 1 unique needs of the LEA. The Provider may withdreaterial change in the applicable privacy statutes, (2) products subject listed in the Originating Service Ag Provider's signature to this Form Provider shall notify so that this information may be transmitted to the A	Offer shall extend only to privacy protections rovider to other terms, such as price, term, or ressed in this DPA. The Provider and the other LEA to the Provider in Exhibit "B" to suit the aw the General Offer in the event of (1) a a material change in the services and reement, or three (3) years after the date of CETPA in the event of any withdrawal
Provider Newsela, Inc.	
BY:	Date. 2/13/20
Chris Mezzatesta Printed Name	Chief Customer Officer Title/Position
2. Subscribing LEA	
A Subscribing LEA, by signing a separate Service Agre accepts the General Offer of Privacy Terms. The Subscribing bound by the same terms of this DPA. Subscribing LEA.	ement with Provider, and by its signature below, cribing LEA and the Provider shall therefore be
DW	Date: January 12, 2021
BY:	
Printed Name Christina Aragon	Title/Position Associate Superintendent, Business Services
TO ACCEPT THE GENERAL OFFER, THE SU SIGNED EXHIBIT TO THE PERSON AND EMAIL	BSCRIBING LEA MUST DELIVER THIS ADDRESS LISTED BELOW
Chris Mezzatesta	
Name:	
Title:Chief Customer Officer	
Email Address: <u>Procurement@</u> newse	la. Com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]



II. 34. ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No. 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$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 copy paper with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PIGGYBACK BID FOR WHITE XEROGRAPHIC PAPER

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid awarded by the Long Beach Unified School District to Liberty Paper, Los Angeles, for the purchase of white xerographic paper as needed by the District.

The use of this bid will allow the District to take advantage of large volume discounts. The District will use the piggyback bid to purchase copy paper for use as needed through the end of the fiscal year.

The bid is effective August 1, 2020 through July 31, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Long Beach Unified School District Bid No. 02-1920 for the Purchase of White Xerographic Paper with Liberty Paper, Los Angeles, in the estimated annual amount of \$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 copy paper with the same advantages, terms and conditions.



II. 35. APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the amount of \$1,400,000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE: January 12, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: SUSSMAN MIDDLE SCHOOL MODERNIZATION PROJECT

ACTION ITEM

Board of Education authorization is requested to approve Amendment No. 1 to the Lease-Leaseback Agreement with Swinerton Builders for the construction and modernization of Sussman Middle School, which was approved at the meeting of June 4, 2019.

The initial project budget was \$54,140,882.00, which included the Construction Cost Guaranteed Maximum Price (GMP) of \$42,237,183.00, a District contingency of \$1,000,000.00, and a Project contingency of \$2,691,553.00. The final approved GMP number did not include the budgeted District contingency at the time of award. Based on the amount of the added scope at this point in the project, the Facilities Department is recommending an amendment to include the \$1,000,000.00 District contingency, plus an additional \$400,000.00 for added scope. This would leave \$2,291,553.00 of Project contingency in the budget for any future soft costs and other unforeseen items.

The amendment increase is \$1,400,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-04, Sussman Middle School Modernization Project, with Swinerton Builders, Irvine, in the amount of \$1,400,000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.

AMENDMENT NO. 1 TO LEASE-LEASEBACK DOCUMENTS BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND SWINERTON BUILDERS

(SUSSMAN MIDDLE SCHOOL MODERNIZATION PROJECT)

This Amendment No. 1 to the Lease-Leaseback Documents ("Amendment No. 1") is made and entered into on January 12, 2021 between Downey Unified School District ("District") and Swinerton Builders ("Contractor") (individually a "Party," or collectively the "Parties").

RECITALS

- A. WHEREAS, the Parties entered into the following three documents pursuant to Education Code section 17406, et seq. under which Contractor is obligated to provide construction services for the Sussman Middle School Modernization Project ("Project"):
 - 1. Site Lease by and between the Parties, dated as of June 4, 2019 ("Site Lease");
 - 2. Sublease Agreement by and between Parties, dated as of June 4, 2019 ("Facilities Lease"); and
 - 3. Construction Services Agreement by and between the Parties, dated as of June 4, 2019 ("CSA")

(collectively, with all incorporated exhibits, the "Lease-Leaseback Documents"); and

- B. WHEREAS, at the time the Parties executed the Lease-Leaseback documents, the Parties included a GMP for the Project, and also included s District's Contingency of \$1,000,000 outside of the Guaranteed Maximum Price ("GMP") to cover design errors or omissions as determined by the District, and unforeseen conditions as approved by the District; and
- C. WHEREAS, by way of this Amendment No 1, the Parties desire to increase the District Contingency as set forth herein.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- REPLACE section 3.8.1 of the CSA with the following:
 - 3.8.1. The District's Contingency (Art. 8) is \$1,400,000. District Contingency is carried outside of the GMP.
- 2. The Parties acknowledge that this Amendment No. 1 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 1, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
- 3. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 1 shall control.
- 4. This Amendment No. 1, including the Attachments incorporated by reference into this Amendment No. 1, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and 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 Lease-Leaseback Documents superseding this Amendment No. 1. Contractor 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. Contractor specifically acknowledges that in entering this Amendment No. 1, Contractor relies solely upon the provisions contained in this Amendment.

ACCEPTED AND AGREED on the date indicated below:

Dated: Janua	ry 12, 2021	Dated: December 16, 2020	
Downey Unified School District		Swinerton Builders	
Ву:		By: 13. 168h	
Print Name:	Christina Aragon	Print Name: Esam Roston	
Print Title:	Associate Superintendent, Business	Print Title: ProJect Mgr.	744



II. 36. APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-05, Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the amount of \$1,200.000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: GRIFFITHS MIDDLE SCHOOL MODERNIZATION PROJECT

ACTION ITEM

Board of Education authorization is requested to approve Amendment No. 1 to the Lease-Leaseback Agreement with Swinerton Builders for the construction and modernization of Sussman Middle School, which was approved at the meeting of June 18, 2019.

The initial project budget was \$50,813,825.00, which included the Construction Cost Guaranteed Maximum Price (GMP) of \$39,428,391.00, a District contingency of \$1,000,000.00, and a Project contingency of \$1,169,551.00. The final approved GMP number did not include the budgeted District contingency at the time of award. Based on the amount of the added scope at this point in the project, the Facilities Department is recommending an amendment to include the \$1,000,000.00 District contingency, plus an additional \$200,000.00 to cover the completion of the project. This would leave \$1,069,551.00 of Project contingency in the budget for any future soft costs and other unforeseen items.

The amendment increase is \$1,200,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Amendment No. 1 to Construction Contract RFP #2017/2018-05. Griffiths Middle School Modernization Project, with Erickson-Hall Construction Company, Escondido, in the amount of \$1,200,000.00, to be funded through the budgeted District contingency and Project contingency, and to be charged to Measure O Bond Funds.

AMENDMENT NO. 1

TC

LEASE-LEASEBACK DOCUMENTS

BETWEEN

DOWNEY UNIFIED SCHOOL DISTRICT

AND

ERICKSON-HALL CONSTRUCTION COMPANY

(GRIFFITHS MIDDLE SCHOOL MODERNIZATION PROJECT)

This Amendment No. 1 to the Lease-Leaseback Documents ("Amendment No. 1") is made and entered into on January 12, 2021 between Downey Unified School District ("District") and Erickson-Hall Construction Company ("Contractor") (individually a "Party," or collectively the "Parties").

RECITALS

- A. WHEREAS, the Parties entered into the following three documents pursuant to Education Code section 17406, et seq. under which Contractor is obligated to provide construction services for the Griffiths Middle School Modernization Project ("Project"):
 - 1. Site Lease by and between the Parties, dated as of June 18, 2019 ("Site Lease");
 - Sublease Agreement by and between Parties, dated as of June 18, 2019 ("Facilities Lease");
 - Construction Services Agreement by and between the Parties, dated as of June 18, 2019 ("CSA")

(collectively, with all incorporated exhibits, the "Lease-Leaseback Documents"); and

- B. WHEREAS, at the time the Parties executed the Lease-Leaseback documents, the Parties included a GMP for the Project, and also included s District's Contingency of \$1,000,000 outside of the Guaranteed Maximum Price ("GMP") to cover design errors or omissions as determined by the District, and unforeseen conditions as approved by the District; and
- C. WHEREAS, by way of this Amendment No 1, the Parties desire to increase the District Contingency as set forth herein.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

- 1. REPLACE section 3.8.1 of the CSA with the following:
 - 3.8.1. The District's Contingency (Art. 8) is \$1,200,000. The District's Contingency has been added to the GMP. This has resulted in modifying Section 3.7 of the CSA from \$39,428,391.00 to \$40,628,391.00.
- The Parties acknowledge that this Amendment No. 1 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 1, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
- All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 1 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 1 shall control.
- 4. This Amendment No. 1, including the Attachments incorporated by reference into this Amendment No. 1,

is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and 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 Lease-Leaseback Documents superseding this Amendment No. 1. Contractor 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. Contractor specifically acknowledges that in entering this Amendment No. 1, Contractor relies solely upon the provisions contained in this Amendment.

ACCEPTED AND AGREED on the date indicated below:

Dated: January 12, 2020		Dated: December 21, 2020		
Downey Unified School District		Erickson-Hall-	Construction Company Mat Gates	
Ву:	and the second s	ву:	Vice President	
Print Name:	Christina Aragon	Print Name:	Mat Gates	
Print Title:	Associate Superintendent, Business Services	Print Title:	Vice President	



II. 37. APPROVE the increase to Purchase Order #PO1-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$45,048.00, to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to increase Purchase Order #PO1-2*358 to cover the cost of additional architectural services for the renovation of the Culinary Arts classroom (Room N73) as a part of the Sussman Middle School Modernization project.

The current project budget for architectural services related to this project is \$1,859,841.00 and this increase is still within the current project budget.

The increase associated with this change is \$45,048.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the increase to Purchase Order #PO1-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$45,048.00, to be charged to Measure O Bond Funds.



II. 38. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-202 for placement of decomposed granite, concrete planter and synthetic turf at Stauffer Middle School with KYS Services, LLC, Santa Ana, in the increased amount of \$1,235.54, to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PLACEMENT OF DECOMPOSED GRANITE, CONCRETE PLANTER

AND SYNTHETIC TURF AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-202 to cover the cost of additional work to improvements to a classroom corridor at Stauffer Middle School as requested by the Facilities Department.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional work to supply and add an irrigation system with backflow to the scope of the project.

The above change will increase the value of the Purchase Order from \$57,223.49 to \$58,459.03.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-202 for placement of decomposed granite, concrete planter and synthetic turf at Stauffer Middle School with KYS Services, LLC, Santa Ana, in the increased amount of \$1,235.54, to be charged to Measure O Bond Funds.



II. 39. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-53 for painting of the kitchen area at Unsworth Elementary School, with Hendrix Painting, Inc., Long Beach, in the final amount of \$3,700.00, to be charged to Food Services Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

January 12, 2021

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 KITCHEN AREA AT UNSWORTH ELEMENTARY

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-53 for all work related to painting the kitchen area at Unsworth Elementary School, which was approved at the meeting of August 18, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-53 for painting of the kitchen area at Unsworth Elementary School, with Hendrix Painting, Inc., Long Beach, in the final amount of \$3,700.00, to be charged to Food Service Funds, and;

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



II. 40. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-103, installation of a temporary restroom building at Stauffer Middle School, with Erickson Hall Construction Company, Escondido, in the final amount of \$59,340.00, to be charged to the 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.

6

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF TEMPORARY RESTROOM BUILDING AT

STAUFFER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 201920-103 for Installation of Temporary Restroom Building at the Stauffer Middle School, which received approval at the meeting of September 9, 2019.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 201920-103, installation of temporary restroom building at Stauffer Middle School, with Erickson Hall Construction Company, Escondido, in the final amount of \$59,340.00, to be charged to the Measure O Bond funds.

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



II. 41. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-126, installation of District-supplied monitors at Griffiths and Stauffer Middle Schools, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$23,140.00, to be charged to Special Reserve - Technology Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

INSTALLATION OF DISTRICT-SUPPLIED MONITORS AT GRIFFITHS

AND STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-126 for installation of District-supplied monitors at Griffiths and Stauffer Middle Schools, 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. 202021-126, installation of District-supplied monitors at Griffiths and Stauffer Middle Schools, with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$23,140.00, to be charged to Special Reserve - Technology Funds, and;

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



II. 42. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-153, Landscaping Services - Hydroseeding Field at Stauffer Middle School, with Canyon Hydroseeding, Beaumont, in the final amount of \$4,177.00, to be charged to the 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



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: LANDSCAPING SERVICES - HYDROSEEDING FIELD AT STAUFFER

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-153 for the installation of 75,000 square feet of hydroseeding at Stauffer Middle School, which received ratification at the meeting of October 6, 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. 202021-153, Landscaping Services - Hydroseeding Field at Stauffer Middle School, with Canyon Hydroseeding, Beaumont, in the final amount of \$4,177.00, to be charged to the 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 that 35 consecutive calendar days following the recording date.



II. 43. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-190 for paving repair work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$2,200.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PAVING REPAIR WORK AT WILLIAMS ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-190 for minor paving repair work at Williams 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. 202021-190 for paving repair work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$2,200.00, to be charged to Restricted Maintenance Funds, and;

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



II. 44. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-202 for all work related to the placement of decomposed granite, construction of a concrete planter, and synthetic turf at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$58,459.03, 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



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PLACEMENT OF DECOMPOSED GRANITE, CONCRETE 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. 202021-202 for all work related to the remodel of a classroom corridor area, including a new concrete planter, decomposed granite (DG), and the placement of synthetic turf at Stauffer Middle 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. 202021-202 for all work related to the placement of decomposed granite, construction of a concrete planter, and synthetic turf at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$58,459.03, 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.



II. 45. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-204, purchase and installation of synthetic turf in an outdoor area at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$15,279.50, 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 o sooner than 35 consecutive calendar days following the recording date.

Supporting Documents

Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

SYNTHETIC TURF FOR OUTDOOR AREA AT STAUFFER MIDDLE

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-204 for the purchase and installation of artificial turf in an outdoor area at Stauffer Middle 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. 202021-204, purchase and installation of synthetic turf in an outdoor area at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$15,279.50, 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.



II. 46. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-224 for minor paving work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$6,400.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ASPHALT REPAIR WORK AT WILLIAMS ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-224 to cover the cost of minor paving work at Williams Elementary School, which was approved at the meeting of December 8, 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. 202021-224 for minor paving work at Williams Elementary School, with Century Paving, Inc., La Mirada, in the final amount of \$6,400, to be charged to Deferred Maintenance Funds, and;

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



II. 47. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-227 for paving the north parking lot at Stauffer Middle School, with Century Paving, Inc., La Mirada, in the final amount of \$24,990.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PAVING OF NORTH STAFF PARKING LOT AT STAUFFER MIDDLE

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-227 to cover the cost of paving the north staff parking lot at Stauffer Middle School, which was approved at the meeting of December 8, 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. 202021-227 for paving of the north parking lot at Stauffer Middle School, with Century Paving, Inc., La Mirada, in the final amount of \$24.990.00, to be charged to Deferred Maintenance Funds, and;

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



II. 48. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-231 for all work related to the installation and application of a walk-off mat at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$1,840.48, 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



Business Services

DATE:

January 12, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ADMINISTRATION LOBBY APPLICATION OF WALK-OFF MAT AT

STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-231 for all work related to the installation and application of a walk-off mat at Stauffer Middle School, which was approved at the meeting of December 8, 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. 202021-231 for all work related to the installation and application of a walk-off mat at Stauffer Middle School, with KYA Services, LLC, in the final amount of \$1,840.48, 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.



II. 49. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



A. Employments

Employee	Assignment	Salary Rate	Service Begins
Beaver II, George	Teacher 40% Downey Temporary	\$63,034	1/04/21- 6/01/21
Nieto, Grace	Teacher Downey Temporary	\$67,393	1/04/21- 6/01/21

B. Employments (Temporary)

CCI AVID PLANNING HOURS - Doty, \$37.30 Per Hour, 2020-21 School Year

Bhakta, Bageshree Cohen, Kristofer Hedden, David Konoske, Joseph

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year

Ackley, Kimberlee Alvarado, Angelica Ambroff, Amanda Ananias, Debbie Anderson, Diane Avina, Maria Bauer, Liliana Berbower, Stephanie Blazak, Molly Blocker, Allison Bomgaars, Jenalee Bright, Lisa Brito, Kristy Brooks, Kim Brossmer, Esther Buchanan, Patricia

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Buenrostro, Marisol

Burney, Shelby

Cafferty, Joan

Calderon, Diana

Canlas, Sheila

Carrere, Yvette

Carrillo, Monica

Carter, Nicolle

Castellanos, Shirley

Cazares, Veronica

Chaidez, Reina

Charlton, Stacie

Christian, Carrie-Anne

Chun, Christina

Clarke, Jenice

Conkle, Melanie

Contreras, Teresa

Cook, Nicole

Covarrubias, Anthony

Cox, Sandi

Cox-Nichols, Trisha

Curcio, Heather

Curiel, Hilda

Danner, Denise

De Leon, Julia

De Mello, Lydia

De Moss, Cynthia

DeGoeas, Elizabeth

Dekker, Jenise

Dillon, Karen

Doddy, Alicia

Doty, Blair

Dubei, Lydia

Dykes, Cynthia

Echeveste, Carol

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Estrada, Lilly

Fenrich, Colleen

Figueroa, Tracey

Finn, Melissa

Fisher, Susan

Franco, Christina

Freijanes, Wendy

Galan-Zeisel, Rose

Gallardo, Alma

Garcia, Cassandra

Garcia, Griselda

Garcia, Minerva

Garefis, Georgia

Garrido, Stephanie

Gillespie, Heidi

Girardin, Kathleen

Gomez Correa, Darlene

Gonzalez, Sureya

Granados, Cathy

Griswold, Naomi

Guerrero, Annabel

Gutierrez, Jillian

Guzman, Amanda

Hanein, Jessica

Harris, Jennifer

Heyden, Kelly

Higginbotham, Gina

Hood, Andrea

Hooker, Nancy

Hughes, Tiffany

Huls, Mindy

Hurtado, Monica

Izumo, Polly

Joachim, Susan

B. Employments (Temporary) (cont.)

		8 T 8 T	Service
Employee	Assignment	Salary Rate	Begins

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Jones, Ana

Kacou, Natalia

Kim, Carrie

Kim, Christine

King-Adamo, Jill

King, Lisa

Kjar, Karen

Krnic, Enisa

Kutzke, Cortny

Laemmlen, Amy

Lee, Anessa

Lee, Junghee

Lee, Wendy

LeMonnier, Mary

LoBianco, Leslie

Loera, Claudia

Lopez, Carrie

Lopez, Fanny

Lorberter, Rosanna

Lujan, Emily

Maggio, Jill

Maiques, Beth

Maline, Sarina

Marquez, Irene

Martinez, Glenda

Martinez, Patricia

Martinez, Rosio

Martinez, Stephanie

Maxwell, Lance

McCollough, Cheryl

McLoughry, Amy

Melara, Rafael

Mendenhall, Danielle

Mendoza, Lizzette

Meza, Melisa

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Minahan, Melissa

Mitchener, Lisa

Morales, Jessica

Moran, Crystal

Morris, Pamela

Mullen, Eileen

Nambo, Lisa

Neimann, Natalie

Newman, Amy

Odintsov, Karla

Ortiz, Sabrina

Overturf, Kristy

Paredes, Alondra

Park, Kaitlyn

Pena, Elena

Phelps, Amy

Pocklington, Kathleen

Potoma, Brenda

Ramirez, Nicole

Ramos, Brianna

Ramos, Karina

Ramsey, Tamara

Rapoza, Holly

Reeves, Isela

Reeves, Sherome

Reichwein, Cynthia

Reppert, Jocelyn

Rivas, Wendy

Rocha, Alexandra

Romero, Ivette

Rowe, Sara

Roybal, Ross

Ruesga, Alexandra

Ruiz, Elisa

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ELD SUPPORT WORKSHOP - District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Rush, Samantha

Russell, Anne

Russell, LeeAnn

Russell Hernandez, Nicole

Saldana, Jessica

Sanchez, Stephanie

Sary, Maureen

Schroeder, Christine

Serge, Aubrey

Shellenbergar, Cheryl

Shetler, Jessica

Silva, Amy

Simon, Melisa

Soriano, Marissa

Stapp, Barbara

Starnes, Riley

Strang, Sariah

Thomas, Lisa

Thompkins, Heather

Toriz, Rubina

Torres, Bethany

Torres, Lauren

Trejo, Katherine

Veith, Lacey

Verstegen, Kathleen

Washington, Kimberly

Waymack, Rebecca

Weed, Jennifer

Weiland, Tayler

Wilson, Kathryn

Wilson, Nichelle

Winters, Callie

Worthy, Lindsey

Wright, Julia

Yee, Judy

Yoon, Christine

Zubiate, MariaElena

B. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

INDEPENDENT STUDY TEACHER - District, \$37.30 Per Hour, 2020-21 School Year

Portillo, Evelyn

MASTER TEACHER - Downey, \$75.00, Fall 2020-21 School Year

Speakman, David

Western Governors

University

Williams, Karen

Western Governors

University

PLC LESSON PLANNING - Sussman, \$37.30 Per Hour, 2020-21 School Year

Chavez, Leslie Reyna, Antonio Sun, Charlene

<u>PVWH COACHES ONE DAY TRAINING</u> – District, \$37.30 Per Hour, 2020-21 School Year

Acevedo, Kyle Donahue, Matthew Garcia, Cassandra Lostetter, Matthew Martinez, David Peterson, Robert Silva, Richard Soto-Castillo, Karlo

SUBSTITUTE TEACHER - District, \$150.00 Per Day, 2020-21 School Year

MacDonald, Alexandra McMahon, Brooke Perez, Arianna Perez, Jesus

C. Leave of Absence

Employee	From	То	Effective
Beck, Natasha	FFCRA – Child Care 2/3 Pay	AB375 – Child Bonding	1/04/21- 3/05/21
Brewer, Grace	SLP Special Education \$84,778	FFCRA – Child Care 2/3 Pay	12/08/20- 12/22/20
Brewer, Grace	FFCRA – Child Care 2/3 Pay	AB375 – Child Bonding	1/04/21- 3/26/21
Cheatham, Jasmin	Teacher Alameda \$87,391	AB375 – Child Bonding	1/04/21- 3/26/21
Fogel, Samantha	FMLA	Leave of Absence W/O Pay	1/04/21- 6/01/21
Gallardo, Ericka	Teacher Carpenter \$103,799	AB375 – Child Bonding	12/07/20- 3/12/21
Gomez, Julio	Teacher – SDC Gauldin \$60,855	AB375 – Child Bonding	12/01/20- 12/18/20
Moreno, Miguel	Teacher Specialist Secondary Education \$97,056	AB375 – Child Bonding	11/16/20- 12/07/20
Valladares, Jaime	Teacher Griffiths \$82,591	AB375 – Child Bonding	11/30/20- 12/17/20
Villanueva, Jean	Teacher Stauffer \$78,227	AB375 – Child Bonding	11/30/20- 3/05/21

C. Leave of Absence (cont.)

Employee	From	То	Effective
Ventura, Noelia	FFCRA – Child Care 2/3 Pay	Leave of Absence W/O Pay	1/04/21- 1/08/21
Viramontes, Gerise	Teacher Old River \$92,712	AB375 – Child Bonding	9/21/20- 12/18/20
	D. Reassignme	ents	
Employee	From	То	Effective
Valladares, Jaime	AB375 – Child Bonding	Teacher Griffiths \$82,591	12/18/20
Ventura, Noelia	Leave of Absence W/O Pay	Teacher Carpenter \$76,058	1/11/21
	E. Termination	<u>s</u>	
Employee	Assignment	Effective	Reason
Valencia, Rita	Teacher DHH \$72,170	1/08/21	Voluntary Resignation

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Ignacio, Almace	Occupational Therapist	\$7,369.00 mo.	12/01/20
(Rpl. R. Ocampo)	Special Education	(100%)	
Martinez, Diana	Sr. Instruct. AsstBC	\$3,273.00 mo.	01/04/21
(Rpl. C. Siasat)	Ward	(75%)	
Ochoa, Debbie	Financial Aid Technician	\$4,181.00 mo.	12/01/20
(New Position)	Adult School	(100%)	
Rodriguez, Jose J. (Rpl. T. Corrin)	Board Member Board of Education	\$555.00 mo.	12/15/20
Saldana, Linda S. (Rpl. D. LaPlante)	Board Member Board of Education	\$555.00 mo.	12/15/20
Valdez, Jaimie	Personnel Analyst	\$7,552.00 mo.	12/01/20
(Rpl. P. Deines)	Classified HR	(100%)	
Williams, KeShawn	Sr. Instruct. Asst.	\$3,273.00 mo.	01/04/21
(New Position)	Alameda	(81.25%)	

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Concha, Thomas (Working out of class as needed)	Utility Worker Imperial	\$4,392.00 mo.	08/03/20- 06/30/21
Fernandez, Naheli (Substitute)	Sr. Accounting Asst. Varies	\$22.990 hr.	12/22/20
Franco, Leonel (Substitute)	Water Utilities Worker Varies	\$28.599 hr.	11/12/20

B. Employments (Temporary) (cont.)

Employee	Salary Assignment	Service Rate	Begins
Iturbe, Luz (Working out of class as needed)	Utility Worker Carpenter	\$4,392.00 mo.	12/16/20- 06/30/21
Reynoso, Maria (Working out of class as needed)	Utility Worker Warren High	\$4,392.00 mo.	12/14/20- 06/30/21
Smith, Christian (Working out of class as needed)	School Office Manager Gauldin	\$3,886.00 mo.	11/01/20- 06/30/21

<u>AVID TUTOR</u> – College & Career Readiness, \$13.750 Per Hour, 12/10/20-06/30/21, Not to exceed 800 hours

Aguilar, Daniel Corrales, Citlaly

12/17/20-06/30/21

BUS DRIVER - Substitute, \$21.883 Per Hour, 12/14/20-05/30/21

Armstrong, Travis
Barajas, Celeste
Carrillo Savala, Elizabeth
Gonzales, Jr., Raymond
Jimenez, Pedro
Landeros, Maria
Lombardi, Rebecca
Lopez Ariza, Leticia
Molina Aguilar, Heide
Morales Jarquin, Freddy
Perez, Juana

INSTRUCTIONAL MEDIA TECHNICIAN - Substitute, \$18.883 Per Hour

Arevalo, Juan	\$22.990 hr.	10/19/20
Arias, Audrey		10/26/20
Luis-Mendez, Angelica		11/18/20

B. Employments (Temporary) (cont.)

Employee	Salary Assignment	Service Rate	Begins
SCHOOL BASED	THERAPIST – Substitute, \$3	30.773 Per Hour	
Branco, Tyler Garza, Diana			12/14/20 12/01/20

STUDENT SUPERVISION ASST. – Extra Duty, Warren High, \$13.000 Per Hour, 12/08/20-06/01/21

Abrego, Rosa Chesser, Peggie Chowdhry, Shaiza Enslin, Ellen Franco, Marisol Lara, Cynthia Lozano, Ruth Macias, Hismelda Perez, Roxanne Ramirez, Ramon Somohano, Yvonne Trammell, Charles Waites, Catherine Wilson, Shirley

VICTORY WITH HONOR TRAINING - 10/15/20 & 10/17/20, Not to Exceed \$149.20

Aldape, Jose
Alegria, Justin
Austin, Stephen
Baldwin, Barry
Borlongan, Matthew
Contreras, Andy
Escobar, Christian
Flores, Ronald
Garcia, Edgardo
Gravel, Matthew
Guererero, Jorge
Guier, Ronn
Gutierrez, Emily
Guzman, Michael

B. Employments (Temporary) (cont.)

	Salary	Service	
Employee	Assignment	Rate	Begins
VICTORY WITH H	ONOR TRAINING - 10/15/2	20 & 10/17/20, Not to	Exceed \$149.20
(cont.)			

Hahn, Christopher Hernandez, Christopher Huff Palma, Donaven Hutchins, Harry LeFlore, Zaiid Massey, Damien Moisa, Miranda Nieves, Roman Nilsen, Eric Olivas, Stephanie Paik, Connie Palmer, Rachel Pena-Diaz, Miguel Rachal, Traco Ramirez, Ramon Silva, Peter Sonico, Kendall Trammell, Charles Vaaulu, Frances Villa, Uriel Whisler, Delmon Zabala-Salazar, Vanessa

C. Change of Assignment

Employee	From:	То:	Effective
Alamillo Alamillo, Manuel (Return to regular assignment)	Floor Maint. WkrA Shift Operations \$4,145.00 mo. (100%)	Custodian Operations \$3,764.00 mo. (100%)	11/23/20

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Carbajal, Sandra (Working out of class in Limited-term assignment)	Sr. Secretary (Conf.) Classified HR \$5,819.00 mo. (100%)	Personnel Analyst Classified HR \$6,522.00 mo. (100%)	11/07/20- 11/30/20
Cervantes, Irma (Working out of class in Limited-term assignment)	Food Svc. Asst. II Stauffer \$19.338 hr. 5 Hours	Food Svc. Supv. I Carpenter \$20.780 hr. 7.5 Hours	10/20/20- 10/31/20
EJ7888797	Paid Admin. Leave	Custodian Operations \$4,145.00 mo. (100%)	12/29/20
Egurvide, Bertha (Promotion) (Rpl. A. Baldwin-Hernandez)	Sr. Accounting Asst. Financial Services \$4,846.00 mo. (100%)	Sr. Accounting Tech. Financial Services \$5,202.00 mo. (100%)	12/01/20
Esqueda, Sandra (Working out of class in Limited-term assignment)	Sr. Instruct. Asst. DHH Program \$3,981.00 mo. (75%)	Inter. Clerical Asst. Downey High \$4,288.00 mo. (100%)	12/01/20- 02/19/21
Giasson, LaFleche (Promotion) (Rpl. K. Wilcox)	Sr. Accounting Asst. Financial Services \$4,846.00 mo. (100%)	Sr. Accounting Tech. Financial Services \$5,202.00 mo. (100%)	12/14/20
Gonzalez, J. Felix (Return to regular assignment)	Floor Maint. WkrA Shift Operations \$4,344.00 mo. (100%)	Custodian Operations \$4,145.00 mo. (100%)	11/23/20
Han, Roberta (Working out of class in Limited-Term assignment)	Lead Food Svc. Asst. Downey High \$20.844 hr. 7 Hours	Food Svc. Supv. I Alameda \$23.000 hr. 7.5 Hours	11/02/20- TBD

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Macias, Arlene (Promotion) (Rpl. T. Rendon)	Attend./Records Clerk Downey High \$4,080.00 mo. (100%)	Sr. Clerical Asst. Special Education \$4,389.00 mo. (100%)	12/21/20
Millspaugh, Rio (Promotion) (New Position)	Sr. Instruct. AsstBC Gallatin \$3,613.00 mo. (75%)	Registered Behav. Tech. Special Education \$4,181.00 mo. (87.5%)	01/04/21
Recinos DeQuinto, Concepcion (Reassignment)	Food Service Asst. Williams \$15.531 hr. 2 Hours	Food Service Asst. Stauffer \$15.531 hr. 3 Hours	11/02/20
Rios, Carla (Return to regular assignment)	Food Svc. Supv. I Alameda \$23.000 hr. 7.5 Hours	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	10/31/20
Rios, Carla (Working out of class in Limited-Term assignment)	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	Food Svc. Supv. I Rio Hondo \$23.000 hr. 7.5 Hours	11/12/20- 11/30/20
Rios, Carla (Working out of class in Limited-Term assignment)	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	Food Svc. Supv. I Price \$23.000 hr. 7.5 Hours	12/02/20- 12/05/20
Ruano, Maria (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. Downey High \$3,533.00 mo. (100%)	Attend./Records Clerk Downey High \$3,794.00 mo. (100%)	09/17/20- 11/30/20
Ruano, Maria (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. Downey High \$3,703.00 mo. (100%)	Attend./Records Clerk Downey High \$3,985.00 mo. (100%)	01/04/21- TBD

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Quesada, Kathleen (Working out of class in Limited-Term assignment)	Food Svc. Asst. Carpenter \$17.994 hr. 3 Hours	Food Svc. Asst. II Stauffer \$19.338 hr. 5 Hours	10/20/20- 10/31/20
UY5462222	Paid Admin. Leave	Sr. Instruct. AsstBC Downey High \$3,445.00 mo. (81.25%)	11/17/20
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%)	12/28/20- 01/03/21

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Chavez, Myrtha	Food Service Asst. Carpenter	12/02/20- 05/31/21	Personal Business W/OUT PAY
EJ7888797	Custodian	12/03/20-	Paid Admin.
	Operations	12/28/20	Leave
Garduno Castaneda, Liliana	Inter. Clerical Asst.	01/04/21-	AB2393-Child
	Old River School	01/22/21	Bonding Leave
King, Giorlette	Sr. Instruct. AsstBC Alameda	12/14/20- 06/01/21	Personal Business W/OUT PAY
Olivarez, Gabriel	Maint. Electrician	12/22/20-	AB2393-Child
	Maintenance	01/15/21	Bonding Leave
RH2352608	Inter. School Office Mgr.	10/29/20-	Paid Admin.
	Columbus High	TBD	Leave

D. Leaves of Absence (cont.)

Employee	Assignment	Effective	Reason
ZH3793335	Floor Maint. Worker Operations	10/28/20 (One day only)	Disciplinary Suspension W/OUT PAY
	E. Terminations		
Employee	Assignment [*]	Effective	Reason
Brunet, Angel	Custodian Operations	01/01/21	Early Retirement
Corrin, Tod	Board Member Board of Education	12/16/20	Service Retirement
Fernandez, Christina	Food Service Asst. Downey High	11/05/20	Discharge
Laguna, Maira	Sr. Instruct. AsstBC Substitutes	10/30/20	Voluntary Resignation
Lopez, Laura	Inter. Clerical Asst. Substitutes	11/07/20	Voluntary Resignation
Nelson, Jana	Sr. Instruct. AsstBC Downey High	12/31/20	Service Retirement
Perez, Ariana	Food Service Asst. Ward	12/16/20	Voluntary Resignation
Raghib, Danielle	School Based Therapist Special Education	12/12/20	Voluntary Resignation
Talavera, Esperanza	Sr. Instruct. AsstBC Williams	11/24/20	Voluntary Resignation



II. 50. RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective July 15, 2020.

Supporting Documents



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

DATE:

January 12, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF TWO NEW POSITIONS (SENIOR INSTRUCTIONAL

ASSISTANT)

ACTION ITEM

We have received a request from Reynaldo Vargas-Carbajal, Jr., Program Administrator, Special Education, to establish two new positions with duties corresponding to the current classification of Senior Instructional Assistant. These new positions are being created to support the special needs students in the new SDC and RSP classrooms at Downey High School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective July 15, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of two new positions with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Downey High School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective July 15, 2020.



II. 51. RATIFY the establishment of one new position with duties corresponding to the current classification of Registered Behavior Technician, assigned to the Special Education Department, seven hours per day, ten months per year, at range 165, \$4,181 - \$5,334 per month, effective August 10, 2020.

Supporting Documents



DATE:

January 12, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (REGISTERED BEHAVIOR

TECHNICIAN)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Registered Behavior Technician. This new position is being added to the Early Childhood program to assist with the increase in students within the program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Registered Behavior Technician, assigned to the Special Education Department, seven hours per day, ten months per year, at range 165, \$4,181 - \$5,334 per month, effective August 10, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Registered Behavior Technician, assigned to the Special Education Department, seven hours per day, ten months per year, at range 165, \$4,181 - \$5,334 per month, effective August 10, 2020.



II. 52. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2020.

Supporting Documents



DATE:

January 12, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator, Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to support the special needs students in the new RSP classroom at Alameda Elementary School.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to Alameda Elementary School, six and one-half hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective August 12, 2020.



II. 53. RATIFY the establishment of one new position with duties corresponding to the current classification of Budget/Financial Analyst, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 205, \$5,080 - \$6,481 per month, effective August 13, 2020.

Supporting Documents



DATE:

January 12, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (BUDGET/FINANCIAL

ANALYST)

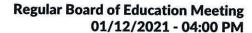
ACTION ITEM

We have received a request from Vince Madsen, Senior Director, Facilities Planning & Development, to establish one new position with duties corresponding to the current classification of Budget/Financial Analyst. This new position is being added to assist in managing the bond funds for the department.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Budget/Financial Analyst, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 205, \$5,080 - \$6,481 per month, effective August 13, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Budget/Financial Analyst, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 205, \$5,080 - \$6,481 per month, effective August 13, 2020.





II. 54. RATIFY the establishment of one new position with duties corresponding to the current classification of Facilities Program Manager, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 129, \$7,929 - \$9,649 per month, effective October 21, 2020.

Supporting Documents



DATE:

January 12, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (FACILITIES PROGRAM

MANAGER)

ACTION ITEM

We have received a request from Vince Madsen, Senior Director, Facilities Planning & Development, to establish one new position with duties corresponding to the current classification of Facilities Program Manager. This new position is being added to plan, develop, and maintain department/program goals, architectural guidelines, and criteria and standards to meet the District's long-term master plan.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Facilities Program Manager, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 129, \$7,929 - \$9,649 per month, effective October 21, 2020.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new position with duties corresponding to the current classification of Facilities Program Manager, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 129, \$7,929 - \$9,649 per month, effective October 21, 2020.



III. 1. ADOPT Resolution No. 202021-09 approving the agreement with the State of California, Department of Rehabilitation, to provide Student Services Work-Based Learning Experience activities from July 1, 2020 through June 30, 2021.

Supporting Documents



Resolution No. 202021-09 STATE OF CALIFORNIA BOARD RESOLUTION DR 324 (Rev 9/2011)

DEPARTMENT OF REHABILITATION

FULL Name of Corporation or Public Agency

DOWNEY UNIFIED SCHOOL DISTRICT

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Christina Aragon, Associate Superintendent, Business Services

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of abovenamed corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Me	eeting Held	
9625 Van Ruiten Stre	et, Bellflower, CA 90706	
Date of Board Meeting Signature of Recording Secretary		Date Signed
1/12/2021	Ø	



III. 2. ADOPT Resolution No. 202021-10, Resolution in Support of the State Seal of Civic Engagement.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-10

STATE SEAL OF CIVIC ENGAGEMENT

WHEREAS, in October 2017, Governor Jerry Brown signed Assembly Bill 24 into law requiring the Superintendent of Public Instruction, on or before January 1, 2020, to recommend to the State Board of Education criteria for awarding a State Seal of Civic Engagement to pupils who have demonstrated excellence in civics education and participation and an understanding of the United States Constitution, the California Constitution, and the democratic system of government; and

WHEREAS, a hallmark of the State Seal of Civic Engagement is its accessibility to all students, regardless of their backgrounds, communities, and experiences; and taking into consideration how local education agencies can support California's most underserved students in earning the Seal in ways that may not always mirror traditional student paths to civic engagement and learning; and

WHEREAS, on September 10, 2020, the State Board of Education adopted criteria and guidance to award a State Seal of Civic Engagement to California students who demonstrate excellence in civics education and participation, and an understanding of the United States Constitution, the California Constitution, and the democratic system of government; and

WHEREAS, the five criteria are meant to provide local educational agencies with a framework for making determinations of student qualifications required to earn the Seal, based on their own local contexts. The criteria are written to ensure that no student is excluded from an opportunity to earn the Seal based on academic ability, alternative school settings, or unique or unconventional expressions of civic engagement; and

WHEREAS, in order to earn the Seal, students must (1) be engaged in academic work in a productive way; (2) demonstrate a competent understanding of United States and California constitutions; functions and governance of local governments; tribal government structures and organizations; the role of the citizen in a constitutional democracy; and democratic principles, concepts, and processes; (3) participate in one or more informed civic engagement project(s) that address real-world problems and require students to identify and inquire into civic needs or problems, consider varied responses, take action, and reflect on efforts; (4) demonstrate civic knowledge, skills, and dispositions through self-reflection; and (5) exhibit character traits that reflect civic-mindedness and a commitment to positively impact the classroom, school, community and/or society; and

WHEREAS, by adopting these criteria, California joined a small but growing number of states that formally recognize and promote student civic engagement with seals to affix to student transcripts, diplomas, or certificates of completion; and

WHEREAS, the Downey Unified School District (DUSD) is committed to preparing all students to be informed, responsible, actively engaged citizens, committed to strengthening our American democracy by becoming civically engaged in solving real world problems; and

WHEREAS, DUSD has a long history of providing high-quality civic learning professional development, instructional resources, and programming including the California Democracy School initiative; and

NOW THEREFORE BE IT RESOLVED, that the DUSD Board of Education hereby supports the State Seal of Civic Engagement by encouraging school districts to provide opportunities for all students to participate in school-based civic engagement activities beginning in elementary school; and establish local criteria and a process for high school students to qualify to earn the Seal.

NOW THEREFORE BE IT RESOLVED, that the DUSD Board of Education hereby supports school districts in their effort to provide opportunities for all students to earn the Seal of Civic Engagement by providing civic learning instructional resources and technical assistance to schools; and calls on education communities to provide local schools and districts with appropriate resources, support, and opportunities to strengthen students' civic learning capacities to appropriately address real world problems in our democratic society.

ADOPTED this 12th day of January, 2021, by the Downey Unified School District Board of Education in Downey, California.

BOARD OF EDUCATION	
D Mark Morris President	



III. 4. REVIEW proposed revisions to Board Policy 8210, Election of Members and Terms of Office.



Supporting Documents



Downey Unified School District BYLAWS OF THE BOARD OF EDUCATION

ELECTION OF MEMBERS AND TERMS OF OFFICE

BP 8120

The District is divided into seven trustee areas and each trustee area shall be represented by a Board of Education member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law. It shall be the policy of the Board of Education that the Board shall consist of seven members elected by the people of the District. One member shall be elected from each of the seven districts established by the vote of the electorate in 1959 and confirmed in 1965. Regular terms of office for members of the Board of Education shall be four years.

To reduce costs associated with conducting elections, the Board has consolidated Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302. Board elections are held in succeeding, edd-numbered years, as provided in the Election Code. Members shall be elected at that time to take the place of members whose terms expire in that year.

Adopted: 1/4/62 Approved: 4/16/79



IV. 1. RATIFY an Agreement between the YMCA of Metropolitan Los Angeles and the Downey Unified School District to partner to draft a term sheet for the building of a YMCA property on District grounds.

Supporting Documents



AGREEMENT DOWNEY UNIFIED SCHOOL DISTRICT

and

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN LOS ANGELES a.k.a. / d.b.a.: The DOWNEY FAMILY YMCA

This Agreement is entered into by and between the YMCA of Metropolitan Los Angeles, (hereinafter "the YMCA") and Downey Unified School District (hereinafter ("the District"). The District and YMCA are also referred to individually as "Party," and collectively as "Parties." The Parties are committed to partnering to draft a term sheet for the building of a YMCA property on District grounds. In consideration of the following terms and conditions, the Parties agree as follows:

- 1. **Terms.** YMCA agrees to the provide reimbursement to the District for the professional services of drafting a term sheet up to the reimbursable amount of five thousand dollars (\$5,000).
- 2. **Independent Contractor.** The YMCA has not formed an agency or employment relationship with the District, an independent organization.
- 3. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or breach hereof shall be settled by arbitration in accordance with applicable rules set forth by the American Arbitration Association as administered by JAMS; an arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.
- 4. **Confidentiality.** The Parties agree that this Agreement is confidential and the terms of this Agreement shall not be disclosed to third parties except as required by law and as necessary to implement and enforce the Agreement.
- Modification. Any alteration, change or modification of this Agreement, in order to become effective, shall be made by written instrument and signed by each Party.
- Applicable Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California, and shall be interpreted as if jointly drafted by the Parties to this Agreement.
- Enforceability. This Agreement shall be enforceable in a competent court
 of law under the laws of the state of California. This Agreement may be
 subject to disclosure in a competent court of law for purposes of
 enforceability.
- 8. **Severability.** The Parties agree that should any of the provisions of this Agreement be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- Headings. The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.
- 10.Authorized Signatures. The individuals signing this Agreement warrant that they are authorized to do so, and further, that they are authorized to make the promises in this Agreement on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.
- 11.**Board Approval.** The Parties acknowledge and agree that this Agreement is contingent upon approval by the District Board of Education ("Board"). In the event the Board rejects the Agreement, or if the Agreement is not approved, the Agreement shall be void and unenforceable against all the Parties.
- 12. **Notice.** Any notice to the Parties must be in writing and shall be deemed to have been given (a) on actual delivery, if delivery is by hand, or (b) on receipt if delivery is by facsimile or electronic mail, or (c) five (5) calendar days after deposit in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested. Any notice shall be submitted to the respective Parties at the address indicated below. Any Party may change its address by giving the other Party written notice consistent with this Paragraph.

	Paragraph.	ty written notice consistent with this
	If to YMCA:	YMCA of Metropolitan Los Angeles 4310 W. 3 rd St. Los Angeles, CA 90020 Attn: Mark Dengler, COO Email address: MarkDengler@ymcaLA.org
b)	If to District:	Christina Aragon Downey Unified School District Email address: caragon@dusd.net
Execu	Dengler utive Vice President, COO A of Metropolitan Los Angeles	Date
Assis	tina Aragon tant Superintendent, Business Se ney Unified School District	Date



V. 1. APPROVE the Memorandum of Understanding between the Downey Unified School District and the Downey Education Association regarding the "Cultural Proficiency Certificate Program - One (1) Semester Unit."

Supporting Documents



Memorandum of Understanding Between Downey Education Association and Downey Unified School District

This memorandum of understanding is entered into by and between the Downey Unified School District ("District" or "DUSD") and the Downey Education Association ("DEA") with regard to the following:

Salary Reclassification for Additional Course Work/Column Advancement

All Bargaining Unit Members completing the Cultural Proficiency Certificate Program provided by DEA, DUSD and Pepperdine University during the 2020-21 school year will be given one (1) semester unit which may be used for the purpose of salary reclassification.

Verification:

Official certificate of completion must be submitted to the Certificated Human Resources Office by July 30, 2021 before reclassification can occur. Certificates submitted after this date will not be accepted.

For the District:	For the Association:
blight R. R.	1 Mora
Alyda R. Mir, Assistant Superintendent Assistant Superintendent	Sim Mogan, President DEA
Date: 12 - 3 - 2020	Date: 12 - 3 - 2020

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.