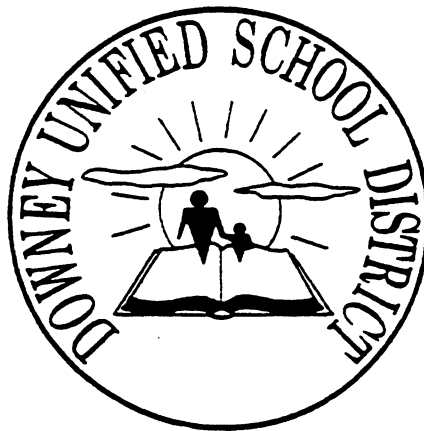


BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
February 10, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

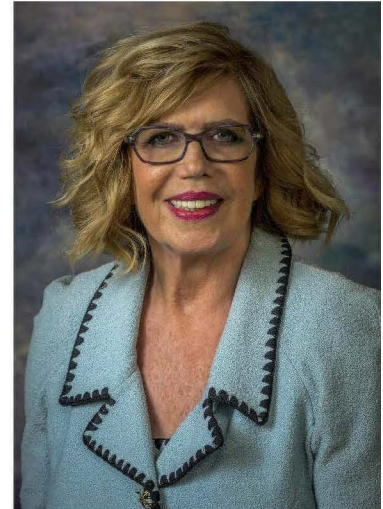
Board of Education



Vice President
Barbara R. Samperi



President
D. Mark Morris



Clerk
Martha E. Sodeani



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

February 10, 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/82411500935?pwd=Z1hyOUdGUHR6S2dxYjJaQ1ZTYjROZz09>

Passcode: 577444

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

Webinar ID: 824 1150 0935

Passcode: 577444

Public Comment:

Persons who want to comment on agenda items or topics not included on the agenda are invited to submit comments via email to **publiccomment0210@dusd.net** by Wednesday, February 10, 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 Wednesday, February 10, 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. Linda Salomon Saldaña, Member of the Board of Education.

3. INVOCATION

Invocation to be delivered by Mr. Jose J. Rodriguez, Member 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 #15 for the Regular Meeting of the Board of Education held on February 10, 2021.
6. APPROVE Official Minutes of the Regular Board of Education Meeting held on January 12, 2021, and the Special Board of Education Meeting held on January 26, 2021, as submitted or with necessary corrections. 11
7. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
8. HEAR Oral Communications from Members of the Board of Education and Superintendent.
9. 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 January 2021. 28
2. ACCEPT with gratitude, and in accordance with Board Policy 6372, cash donations totaling \$8,770.00, to be used in support of the TLC Family Resource Center, through voluntary payroll deductions from the following employees:
Javier Aguiniga Campos, Leigh A. Alexander, Nikolina Anagnostou, BethAnn M. Arko, Cesar Armendariz, Russell Arnold, Maria E. Avina, Robert J. Becker, Renee S. Berumen, Tanya Bishop, Debbie Black, Milenka Bobic-Torres, Allison Box, Caridad Calvo, Monica Carrillo, Carol Carter, Leslie Chavez, Vicky Chavez, Jasmin Cheatham, Ruben G. Contreras, Jonathan Cornell, Kendra Creed, Christina Danna-Tournay, Ronald Doung, Bertha L. Egurvide, Deena Eichen, Claudia L. Estrada, Susan Fisher, Dulce Maria Franco, Louie Gallegos, Griselda Garcia, John Garcia, Jr., Rachel Godfrey, Yesenia Gonzalez, Andrea M. Griffin, Michelle Gunderson, Padma Halder, Nathan Harris, Thomas Hollington, Leroy Thomas Houts, Sharon Houts, Andrea Iacovitti, Lilian Voong Ivanov, Robert Jagielski, Caryn Jasich, Amber Johnson, Kelli Kelly, Kent Kiess, Patricia Kling, Karen L. Korduner, Heidi L. La Commare-Epp, Karlin Overli La Porta, Sheryl L. Litherland, Veronica Lizardi, Muriel G. Llamas, Rani Maline-Bertsch, Lucia Mayer, Ian McFadyen, Teresa M. Medina, Tara Minton, Alyda Mir, Michael Muller, Jose Nam, Ashley L. Nikolas, Ashley L. Nikovo, Xochitl Ortiz, Alondra Paredes, Luz Perez, Evelyn E. Portillo, Marian Rabak, Diana Rael, Jennifer Robbins, Blanca Rochin, Elisa Ruiz, Kelley Rush-Becker, Rola Saikali, Barbara R. Samperi, Daniela Sanchez, Charlene P. Shimada, Christine Spittell, Nancy A. Swenson, Reynaldo Vargas, Margarita Velasco, Ladislado Villa, Dawn C. Weldon, Mary Frances Weyers, Cari White, Kathryn Wilcox, Julia Wright and Salvador Zuniga.
3. 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. 32

4. APPROVE Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-232 with The Gray Academy Non-Public School to provide special education and/or related services to students for the period of July 1, 2020 through June 30, 2021. (under separate cover)
5. RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-23 with Frostig to cover the cost of additional services from July 1, 2020 through June 30, 2021.
6. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-24 with The Gray Academy from September 28, 2020 through June 30, 2021.
7. RATIFY Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-25 with Speech & Language Development Center from January 4, 2021 through June 30, 2021.
8. APPROVE proposed revisions to Board Policy 8120, Election of Members and Terms of Office.  35
9. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from December 23, 2020 through January 25, 2021.  37
10. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of November 2020, covered by Payroll Orders issued through December 2020.  39
11. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of December 2020, covered by Payroll Orders issued through January 2021.  41
12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20138975 and 20145401 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2020 and ending November 30, 2020.  43
13. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20145680 and 20153476 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2020 and ending December 31, 2020.  45
14. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20153592 and 20160469 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2021 and ending January 31, 2021.  47
15. APPROVE Amendment No. 1 to Short Form Small Project Architectural Services


- Agreement for New Window Replacement at Rio San Gabriel Elementary School with Westberg+White, Inc. 49
16. RATIFY Amendment No. 1 to Agreement No. 202021-16 with Apex Learning to cover the cost of additional subscription seats to the Apex Curriculum from January 14, 2021 through June 30, 2021. 52
17. RATIFY Amendment to Service Agreement No. 201920-203 with First Steps for Kids, to provide additional Behavior Intervention Implementation Services to the Special Education Department from January 15, 2021 through April 1, 2021. 55
18. RATIFY Service Agreement No. 202021-247 with Haynes Family of Programs - S.T.A.R. Academy to provide supplemental academic support and tutoring to a DUSD student from November 5, 2020 through June 30, 2021. 57
19. RATIFY Service Agreement No. 202021-248 with Speechcom, Inc. to provide licensed Speech & Language Pathologists to provide services to deaf and hard of hearing students, effective August 12, 2020 through June 30, 2021. 64
20. RATIFY Agreement for Independent Consultant Services No. 202021-249 with Mr. John Fenton to provide facilities consulting services to the Facilities Planning & Development Department from January 13, 2021 through June 30, 2021. 70
21. APPROVE Agreement for Construction Services (Small Projects) No. 202021-250 with George's Tree & Landscape Service, Downey, to top and trim various trees at the entrance to Warren High School, in the amount of \$3,500.00, to be charged to Restricted Maintenance Funds. (under separate cover)
22. APPROVE Agreement for Construction Services (Small Projects) No. 202021-251 with 3D Concrete, Downey, to repair several vault covers at Old River Elementary School, in the amount of \$10,910.00, to be charged to Deferred Maintenance Funds. (under separate cover)
23. RATIFY Agreement No. 202021-253 with Rethink Autism/DBA Rethink Ed to provide the Rethink Learning Management Platform and related professional development services from January 11, 2021 through June 30, 2021. 77
24. RATIFY California Student Data Privacy Agreement with Rethink Autism/DBA Rethink Ed for the use of Rethink Education Platform and related professional development services from January 11, 2021 through June 30, 2021. 86
25. RATIFY Service Agreement No. 202021-254 with Hanna Interpreting Services LLC to provide interpreting services for the Special Education Department January 11, 2021 through June 30, 2021. 108
26. RATIFY Service Agreement No. 202021-255 with Haynes Family Programs - S.T.A.R. Academy, for supplemental academic services for the Special Education Department from


January 15, 2021 through May 28, 2021. 


113


27. RATIFY Agreement for Construction Services (Small Projects) No. 202021-256 with Pro-Craft Construction, Inc., Redlands, to install bottle filling stations at all District schools, in the amount of \$47,808.06, to be charged to COVID-19 Funds. (under separate cover)
28. APPROVE Agreement for Construction Services (Small Projects) No. 202021-257 with Century Paving, Inc., La Mirada, to repair and seal cracks in asphalt pavement in the north parking lot at Downey High School, in the amount of \$24,745.00, to be charged to Deferred Maintenance Funds. (under separate cover)
29. APPROVE Agreement for Construction Services (Small Projects) No. 202021-258 with M&R Painting and Decorating, Inc., Rowland Heights, to paint the interior of Room N4 at Columbus High School, in the amount of \$2,995.00, to be charged to Restricted Maintenance Funds. (under separate cover)
30. APPROVE Agreement for Construction Services (Small Projects) No. 202021-260 with Hendrix Painting, Inc., Long Beach, to paint restrooms at Gauldin, Rio San Gabriel, and Unsworth Elementary Schools, in the amount of \$27,550.00, to be charged to Deferred Maintenance Funds. (under separate cover)
31. RATIFY Service Agreement No. 202021-265 with Holly Clark Education Consulting, Inc. to serve as a keynote speaker and provide two professional development sessions from December 2, 2020 through March 3, 2021.  120
32. RATIFY Agreement for Construction Services (Small Projects) No. 202021-266 with VE Tree Service, Orange, to provide tree and stump removal services at Sussman Middle School, in the amount of \$15,000.00, to be charged to Measure O Bond Funds. (under separate cover)
33. RATIFY Service Agreement No. 202021-271 with Susanne M. Smith, Inc. to provide independent education evaluation services in the area of occupational therapy to a DUSD student from August 3, 2020 through November 30, 2020.  125
34. RATIFY proposal with AON Risk Insurance Services West, Inc. to provide actuarial services for the District self-insured workers' compensation program from January 1, 2021 through June 30, 2021.  131
35. RATIFY Agreement #2021-0101 with Turner Consulting and Actuarial LLC to provide actuarial services related to the District's self-funded health plan from January 1, 2021 through December 31, 2021.  156
36. APPROVE the Memorandum of Understanding between Pacific Oaks College and Downey Unified School District, effective February 10, 2021 through February 10, 2024.  161
37. APPROVE Agreement between the Downey-Montebello SELPA operated by the Downey


- Unified Administrative Unit and El Rancho USD that requests to utilize the services of the Deaf and Hard of Hearing Program. 168
38. RATIFY the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program from July 1, 2020 through June 30, 2021. 180
39. ACCEPT and APPROVE the use of the PEPPM Technology Bidding and Purchasing Program Bid #529561 with Audio Enhancement, Inc., West Jordan, Utah, for the purchase of Audio Amplification Products by the Downey Unified School District on an as-needed basis, in the anticipated annual amount of \$36,000.00, with no guarantee that this amount will be met or exceeded, to fill orders for items with the same advantages, terms and conditions. 186
40. AUTHORIZE the solicitation for Requests for Proposal (RFP) #2020/2021-01 for a Campus-Wide Fire Alarm Design at Ward Elementary School, to be charged to Measure O Bond Funds. 188
41. AUTHORIZE the advertisement for Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds. 190
42. AUTHORIZE the advertisement for Bid #20/21-03, Replacement of Windows at Rio San Gabriel Elementary School, to be charged to Deferred Maintenance Funds. 192
43. AUTHORIZE the advertisement for Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools, to be charged to the Deferred Maintenance Fund. 194
44. AUTHORIZE the advertisement of Bid #20/21-05, Asphalt Replacement Work at Lewis, Price, and Rio San Gabriel Elementary Schools, and Warren High School, to be charged to the Deferred Maintenance Fund. 196
45. AUTHORIZE the advertisement for Bid #21/22-01 for the Purchase of Paper Products for the Food Services Department, to be charged to the Food Services Fund. 198
46. APPROVE the increase to Purchase Order #P01-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$23,949.00, to be charged to Measure O Bond Funds. 200
47. APPROVE the increase to Purchase Order #P01-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$10,908.00, to be charged to Measure O Bond Funds. 202
48. APPROVE the increase to contract CT-20*018 for additional soils and materials testing services for the Doty Middle School Modernization Project, with MTGL, Inc., Anaheim, in the increased amount of \$180,000.00, to be charged to Measure O Bond Funds. 204


49. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-192, for fencing repair work at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$1,480.00, 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.  206


50. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-199, to remove and replace a 6" water valve at Downey High School, with Valverde Construction, Inc., Santa Fe Springs, in the final amount of \$9,258.00, 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.  208


51. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-222, installation of new flooring in white classrooms and grey classrooms at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$349,172.63, 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.  210

52. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-233, to provide door inspection, troubleshooting, and maintenance services Districtwide, with Miner, LTD, Bellflower, in the final amount of \$2,500.00, 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.  212

53. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-245 for asbestos abatement services at Williams Elementary School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$26,400.00, 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.  214

54. APPROVE Change Order #1 to Purchase Order #P01-21*261 for dumpster roll-off services at the request of the MOT Department with CALMET Services, Inc., Paramount, in the increased amount of \$20,000.00, to be charged to Unrestricted Maintenance Funds.  216

55. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.  218

56. APPROVE the duties for the proposed position of Communications Specialist, effective February 11, 2021.  244

57. APPROVE the duties for the proposed position of Facilities Construction Coordinator, effective February 11, 2021. 248

III. GENERAL ADMINISTRATIVE

1. ADOPT Resolution No. 202021-08 to establish a uniform system of prequalifying and rating prospective bidders for certain construction projects. 254
2. AUTHORIZE the advertisement for Request for Qualifications/Proposals (RFQ/P) #2020/2021-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to be charged to Measure O Bond Funds. 272
3. REVIEW proposed revisions to Board Policy and Administrative Regulation 2510, Homeless Students. 274

IV. SPECIAL ADMINISTRATIVE - Instruction

1. 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.
2. Due to the COVID-19 pandemic, the Board is requested to APPROVE a waiver to Board Policy Administrative Regulation 3126, Graduation Requirements and Administrative Regulation 3210, Continuing Education, effective through August 2021.

V. ITEMS FOR FUTURE AGENDA

VI. NEXT MEETING

The next meeting of the Board of Education will be a Special Meeting to be held on Tuesday, February 23, 2021, at 4:00 p.m. and a Regular Meeting to be held on Tuesday, March 9, 2021, at 4:00 p.m., both in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VII. 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

VIII. 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 January 12, 2021, and the Special Board of Education Meeting held on January 26, 2021, as submitted or with necessary corrections. 

Supporting Documents

 BdMinutes1-12

 BdMinutes1-26



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Passcode: 789237

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(408) 638-0968 or (669) 900-6833

Webinar ID: 836 6992 7002 Passcode: 789237

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Attendees

Voting Members

D. Mark Morris, Board President
Barbara Samperi, Board Vice President
Martha Sodemani, Board Clerk
Giovanna Perez-Saab, Board Member
Jose Rodriguez, Board Member
Linda Salomon Saldana, Board Member
Nancy Swenson, Board Member

Non-Voting Members

Dr. John Garcia, Jr., Superintendent

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:03 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 was led by Mrs. Barbara R. Samperi, Vice President of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

Present

D. Mark Morris
Barbara R. Samperi electronically
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.

Motion made by: Martha Sodetani

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

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.

Motion made by: Nancy Swenson

Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

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

There was no correspondence to be received.

8. 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)

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

9. 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)

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

Mrs. Perez-Saab welcomed back staff after winter break and thanked our Food Services staff for taking care of our families during the holiday season. She welcomed new Board Members, noting that Mr. LaPlante and Mr. Corrin will be missed. Mrs. Perez-Saab attended the Audit Committee meeting and thanked our DUSD team for being transparent. She announced that registration has begun for the TLC 5K and appreciated the virtual tours that have been offered to our students and families. Mrs. Perez-Saab stated that these are very difficult times and wants our Downey community to stay safe, noting we lost Dr. Ed Potter who was a great man.

Ms. Swenson reminded everyone that the TLC 5K is February 13-18, is virtual this year and participants can walk or run at their own pace and noted that this is the biggest fundraiser for TLC. She thanked the Financial Services team for their efforts preparing for the audit and knows it is a lot of work. Ms. Swenson thanked the Food Services staff for serving approximately 25,000 to 27,000 meals a week to students.

Mrs. Sodetani reported that she attended the Audit Committee Meeting, noting the auditors attended virtually. She welcomed Mr. Rodriguez and Mrs. Saldaña who each have three children in our district and noted that we will learn a lot from them. Mrs. Sodetani welcomed back Mr. Morris and Mrs. Saab, after the recent election. She noted that she has such fond memories of Mr. LaPlante and Mr. Corrin and wished them well in retirement.

Mr. Rodriguez reported that he is happy and exited to be on the Board of Education and thanked everyone for the warm welcome. He wanted to introduce himself and reported that he has 9th grade twin boys that attend Downey High and an 8th grade daughter who attends Doty Middle School, noting that they all attended Gallatin Elementary School. Mr. Rodriguez added that he moved to Downey because of the

great school district and that the Board has always been strong and stable. He and his wife have been married 19 years and she is an educator in a neighboring district so his household is very busy on Zoom. Mr. Rodriguez added that he earned a Civil Engineering degree at UCLA, works for a construction company and is looking to build relationships in the community. He noted that there are a lot of positive things happening in Downey Unified and thanked his family, friends and community for their support.

Mrs. Saldaña stated that she is very excited to begin this new exciting journey in representing our community and this wonderful school district. She added that some may already know her from her work as Executive Director of the Downey Foundation for Educational Opportunities, which has helped this district achieve amazing things. Mrs. Saldaña reported that she has three students in the district; a 10th grader at Warren High, an 8th grader at Griffiths Middle School and a 3rd grader at Price Elementary. She did not have to campaign nor was she on the ballot as no one ran against her. Mrs. Saldaña shared that in preparing for this meeting, there is clearly an infrastructure here that is strong and transparent. She thanked students, parents, grandparent and teachers, saying that she knows it is not easy and these are difficult and scary times. She is hoping everyone stays safe and added that the kids need to see our smiling faces. Mrs. Saldaña added that if you need anything, your Downey family is always here for you as well as the Foundation, adding that after school classes start next week.

Mrs. Samperi wished everyone a happy new year. She thanked our teachers and students who sent musicals and plays over the holidays to the Board Members to watch, adding that she really enjoyed them. Mrs. Samperi thanked Dr. Garcia for all the messages he has sent out since the beginning of this pandemic and thanked the community for donations on tonight's agenda totaling over \$24,000. Mrs. Samperi noted that Dr. Potter was a people person and we were his people and added that he will be greatly missed.

Mr. Morris thanked the community for allowing him to serve another term as a Board Member, noting he believes that Downey Unified is the best district around and has proven over the years that we hold our educational program as our prime responsibility. He added that the Board will continue to have the best interest of our students in mind when making decisions. Mr. Morris, along with previous Board Members, noted that we lost Dr. Edward Potter, retired Assistant Superintendent of Personnel, this week and added that he always hired the best teachers and administrators for Downey, which is why we are such a great district. He also mentioned that we lost Tommy Lasorda and shared a letter to the editor from retired Superintendent Dr. Edward Sussman regarding the time Tommy spent with students in Downey at a Little League Opening Day. Mr. Morris concluded asking that we all treat those we come in contact with like brothers and sisters.

Dr. Garcia welcomed Mr. Morris and Mrs. Perez-Saab back to the Board of Education and congratulated them on their re-election. He also welcomed Mr. Rodriguez and Mrs. Saldaña and noted they have already been very involved in the community and is excited to have them on the Board of Education. Dr. Garcia wished everyone a happy new year and hopes that 2021 will bring us everything that 2020 did not. He thanked the Board of Education for the acknowledgement of the passing of his wife's grandfather as well as his aunt. Dr. Garcia reiterated the kind words about Dr. Potter, noting he was an Assistant Principal while he was at Downey High and maintained a relationship with him after graduating. He noted that Dr. Potter hired many of the

current staff but he also was very influential to the thousands of students at Downey High School.

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

Public Comment was submitted via email by Jorge Somoano noting he is looking forward to serving on the Citizens Bond Oversight Committee.

Public Comment was submitted via email by Lynn Huang stating her opinion that the district is not following LA County Health Guidelines regarding exposures to COVID-19.

II. CONSENT AGENDA

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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

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

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.
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.
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.
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.
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.
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 through the receipt of additional CARES Act funding.
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.
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.
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.
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.
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.
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.

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

III. GENERAL ADMINISTRATIVE

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.

Motion made by: Giovanna Perez-Saab

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

2. ADOPT Resolution No. 202021-10, Resolution in Support of the State Seal of Civic Engagement.

Motion made by: Martha Sodetani

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. 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.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

4. REVIEW proposed revisions to Board Policy 8210, Election of Members and Terms of Office.
5. 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

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.

Motion made by: Nancy Swenson

Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

2. 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.

Mrs. Samperi left at 6:36 p.m.

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."

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Not Present

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

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.

The meeting was recessed at 7:10 p.m. and reconvened at 7:17 p.m.

VIII. CLOSED SESSION

The Board of Education retired into Closed Session at 7:18 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), and Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School, and reconvened into Open Session at 8:43 p.m.

IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 8:45 p.m. in memory of Darryl Adams; Christopher Barnett; Vonni Cook; Wayne Dack; Brittany Davis; Ralph A. DeFarlo, Sr.; Sutida Espe; Irma Guevara; Michelle Kaplowitz; Lupe Mataele; Pauline Pena; Edward Potter, Ed.D.; Carlos Gonzalo Sotomayor-Pastor; Barbara Toay; Jose Torres and Bill Yost.

DOWNEY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

D. Mark Morris, President

Martha E. Sodehani, Clerk



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/84281114319?pwd=Y2NyQitLQ0NSUWh5d3N3MndpTi81QT09>
Passcode: 529814

To connect to the meeting by telephone, see information below:

(408) 638-0968 or (669) 900-6833

Webinar ID: 842 8111 4319 Passcode: 529814

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0126@dusd.net by Tuesday, January 26, 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).

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

D. Mark Morris, Board President
Martha Sodetani, Board Clerk
Giovanna Perez-Saab, Board Member
Jose Rodriguez, Board Member
Linda Salomon Saldana, 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. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, January 26, 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 was led by Mr. Jose J. Rodriguez, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

Present

D. Mark Morris
Martha E. Sodetani
Giovanna Perez-Saab
Jose J. Rodriguez
Linda Salomon Saldaña
Nancy A. Swenson
John A. Garcia, Jr., Ph.D.

Absent

Barbara R. Samperi

Mrs. Sodetani moved, Mr. Rodriguez seconded, and the motion carried unanimously, that the Board of Education excuse Mrs. Samperi's absence due to illness.

5. ADOPT Agenda #14 for the Special Meeting of the Board of Education held on January 26, 2021.

Motion made by: Nancy Swenson

Motion seconded by: Martha Sodetani

Voting:

D. Mark Morris - Yes
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

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

There was no correspondence to be received.

7. HEAR Public on items appearing on the Agenda.

Public comment was submitted via email by the following:

Melanie Pelayo urging the Board to open schools as soon as possible
Mary Johnson asking about seniors grades as well as a-g requirements
Lucy Reynoso-Jimenez regarding Distance Learning concerns
Karina Gonzalez stating Distance Learning concerns
Jennifer LaMar, high school teacher, sharing her concerns about returning to the classroom

Mr. Morris stated that the safety of students and staff is the Board of Education's number one priority and noted that Downey Unified schools will not open until it is safe for students, teachers and staff members. He added that the Board of Education takes this very seriously and shares your concerns. He reminded the public that we cannot open schools sooner than the Los Angeles County Public Health Department allows, despite what the Governor says.

Mr. Morris reiterated that we will open the schools as soon as it is legally and morally feasible.

II. GENERAL ADMINISTRATIVE

1. 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.
2. HEAR a presentation from John Harris, Director of College and Career Readiness, regarding Board of Education consideration of modifying graduation requirements for the Class of 2021.
3. APPROVE Service Agreement No. 202021-261 with Bayha Group to implement the MADE Ready Internship program, formally known as the MADE Work Experience program, to provide Downey Unified students with paid internships through the Spring and Summer of 2021 as written into Downey Unified's successful CTE Grant proposals.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

4. APPROVE Service Agreement No. 202021-262 with 2 Degree Shift for Advanced Manufacturing and Welding Pathways to develop Advanced Manufacturing and Welding Pathways that mentor teachers, assess and plan equipment needs, address industry opportunities, articulate with local community colleges, and support student attainment of certification to obtain livable wage jobs upon graduation for Downey Unified students.

Motion made by: Martha Sodetani

Motion seconded by: Nancy Swenson

Voting:

D. Mark Morris - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

5. APPROVE Service Agreement No. 202021-263 with 2 Degree Shift for Open-Source Downey in order to implement as a regional lead and statewide contributor to Open Education Resources and Open Source CTE courses, teacher onboarding and support materials, and student learning materials.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes
Nancy Swenson - Yes

III. ITEMS FOR FUTURE AGENDA

IV. NEXT MEETING

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

The meeting was recessed at 6:05 p.m. and reconvened at 6:10 p.m.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 6:11 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 to Open Session at 7:07 p.m.


During its recently concluded Closed Session, the Board of Education voted unanimously to approve a settlement agreement resolving the employment of a permanent certificated employee, Number Ha9877868. Under the terms of the agreement, the employee agrees to submit their irrevocable resignation from the District. In exchange, the District agrees to retain the employee on paid administrative leave until the date of resignation which is not later than the conclusion of the current school year. Employee also agrees to waive and release the District from any and all legal claims relating to or arising out of the employee's employment with the District.

VI. ADJOURNMENT

The meeting was adjourned at 7:10 p.m. in memory of Felipe C. Aguilar, Doris Becker, Joan Rose Laurel van Barneveld Kaplanis, Arthur Lomeli, Jr., Serafin Martinez, Mamie Monger, Mike Park, Kevin Josiah Reyes, Allen Sussman and Francisco Valencia.

D. Mark Morris, President

Martha E. Sodemani, Clerk

II. 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2021. 

Supporting Documents



scan0505

Downey Unified School District

Office of the Superintendent

DATE: February 10, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: GIFT DONATIONS

ACTION ITEM

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


1. Donation of 504 children's backpacks and 504 sanitizer bottles from the 99 Cents Only Stores, value determined by donor to be \$3,013.92, to be used in support of the TLC Family Resource Center;
2. Donation of blankets from Jennifer Kottke, value determined by donor to be \$30.00, to be used in support of the TLC Family Resource Center;
3. Donation of jackets and fun gifts (i.e. Disney stuffed toys, bubbles, sidewalk chalk) from Nancy Swenson, value determined to be \$55.00, to be used in support of the Adopt-a-Family program through the TLC Family Resource Center;
4. Donation of \$2,250.00 from Soroptimist International of Downey, to be used in support of the TLC Family Resource Center;
5. Donation of four jackets, a folding table and four chairs from Nancy Swenson, value determined by donor to be \$400.00, to be used in support of the Adopt-a-Family program through the TLC Family Resource Center;
6. Donation of 27, \$20.00 Ralphs gift cards and 25, \$20.00 Walmart gift cards from Kaiser Permanente Downey Medical Center, value determined by donor to be \$1,040.00, to be used in support of the TLC Family Resource Center;
7. Donation of grocery gift cards from Downey Federal Credit Union, value determined to be \$300.00, to be used in support of the Adopt-a-Family program through the TLC Family Resource Center;
8. Donation of \$200.00 from Ralph and Judith Reynolds, to be used in support of the TLC Family Resource Center;
9. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Ashvin and Purnima Patel, to be used in support of the TLC Family Resource Center;

10. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from American Pacific Mortgage, to be used in support of the TLC Family Resource Center;
11. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from Risher Mortuary and Cremation Services, to be used in support of the TLC Family Resource Center;
12. Sponsorship donation of \$50.00 for the Healthy Downey 5K for TLC from Gary and Patricia McCaughan, to be used in support of the TLC Family Resource Center;
13. Sponsorship donation of \$4,000.00 for the Healthy Downey 5K for TLC from the Downey Kiwanis Foundation, to be used in support of the TLC Family Resource Center;
14. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
15. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from the Rotary Club of Downey, to be used in support of the TLC Family Resource Center;
16. Donation of two cans of Lysol from Nancy Swenson, value determined by donor to be \$25.00, to be used in support of the TLC Family Resource Center;
17. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from Pillar Financial Group Inc., to be used in support of the TLC Family Resource Center;
18. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from the City of Downey, to be used in support of the TLC Family Resource Center;
19. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from the Downey Federal Credit Union, to be used in support of the TLC Family Resource Center;
20. Sponsorship donation of \$2,000.00 for the Healthy Downey 5K for TLC from Downey Los Amigos Kiwanis, to be used in support of the TLC Family Resource Center;
21. Sponsorship donation of \$1,000.00 for the Healthy Downey 5K for TLC from Daniela S. Keeler, to be used in support of the TLC Family Resource Center;
22. Sponsorship donation of \$100.00 for the Healthy Downey 5K for TLC from Judith E. McDonnell, to be used in support of the TLC Family Resource Center;

23. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from APM Cares Inc., to be used in support of the TLC Family Resource Center;
24. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Brace Connection, to be used in support of the TLC Family Resource Center;

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2021.

II. 3. 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

 scan0506

Downey Unified School District
Office of the Superintendent

DATE: February 10, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Stephen	Bellairs	School Nurse	10/12/2020	Respirator Fit Tests Training	Virtual
Jose	Rodriguez	Board of Education	1/22/2021	CSBA Brown Act	Virtual
Carole	Ozima	TOSA	2/3/2021 to 2/6/2021	Conference on Literacy 2021	Virtual
Jayro	Roman	Administrator	2/18/2021 & 02/25/21	504 Series ALR	Virtual
Alanna	Cooper	SELPA Director	3/11/2021 & 3/12/2021	2021 Virtual California ADR Conference	Virtual
Vicky	Sciacca	Program Specialist	3/11/2021 & 3/12/2021	2021 Virtual California ADR Conference	Virtual
Jennifer	Toledo	TOSA	3/16/2021, 3/18/2021, 3/23/2021 & 3/25/2021	Calif. Next Gen. Science Standards Statewide Implement.	Virtual

SUPERINTENDENT'S RECOMMENDATION:

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

Downey Unified School District
Office of the Superintendent

DATE: February 10, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent
SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

ACTION ITEM The following Conference Requests have been received:

<u>First</u>	<u>Last</u>	<u>Position</u>	<u>Dates</u>	<u>Conference Title</u>	<u>Location</u>
Daniel	Cabral	Psychologist	2/18/2021	2021 PENT Forum	Virtual
Montebello SELPA					

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. 8. APPROVE proposed revisions to Board Policy 8120, Election of Members and Terms of Office. 

Supporting Documents

 BP 8120

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, odd-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.

II. 9. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from December 23, 2020 through January 25, 2021. 

Supporting Documents

 scan0507

DOWNEY UNIFIED SCHOOL DISTRICT
2020-21 PURCHASE ORDER LISTING FOR DECEMBER 23, 2020 - JANUARY 25, 2021

	PREFIX	FROM	TO
FUND 01.0 GENERAL \$2,060,182.02	PO1 PO2W PO3W	210000000261 210000000449 210000000845	210000000299 210000001193 210000001461
FUND 01.1 SELPA ADMIN UNIT \$5,105.68	PO2W PO3W	210000001181 210000001364	210000001181 210000001435
FUND 01.2 SELPA SCHOOL \$100,644.42	PO2W PO3W	210000001165 210000001416	210000001165 210000001439
FUND 11.0 ADULT \$42,038.11	PO2W PO3W	210000000993 210000000952	210000001175 210000001458
FUND 13.0 CAFETERIA \$63,701.83	PO2W PO3W	210000000166 210000001315	210000001187 210000001450
FUND 14.0 DEFERRED MAINTENANCE \$444,115.13	PO2W PO3W	200000001816 210000001280	210000001097 210000001341
FUND 21.0 BOND MEASURE O \$2,879,488.56	CT PO1 PO2W PO3W	200000000018 200000000358 200000000462 210000001252	200000000018 200000000358 210000001186 210000001404
FUND 67.0 SELF INS. - PROPERTY/LIABILITY \$49,433.04	PO2W	210000001183	210000001183

II. 10. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of November 2020, covered by Payroll Orders issued through December 2020. 

Supporting Documents

 scan0508

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: February 10, 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 November 2020, covered by Payroll Orders issued through December 2020.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #337-N	453.19				98.81	
Reg. #E4J-N		30,452.97			187.82	
Reg. #H1J-N	142,618.69	462.41	1,131.00	1,979.72	111,566.60	
Reg. #H1J-C	448.50					
Reg. #345-N		912.20				
Reg #350-N		456.10				
Reg #H1K-N	145,124.28	249.23	1,287.00	2,142.68	110,282.53	
Reg #H1K-C	448.50					
Reg #357-N					1.08	
TOTAL					\$550,303.31	

II. 11. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of December 2020, covered by Payroll Orders issued through January 2021. 

Supporting Documents

 scan0509

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services


DATE: February 10, 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 December 2020, covered by Payroll Orders issued through January 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #H1M-N	115,798.09	812.96	1,224.00	1,959.08	107,986.89	
Reg. #H1M-C	448.50					
Reg. #H1L-N	121,578.16	750.12	1,248.00	1,971.52	117,820.91	
Reg. #H1L-C	448.50					
Reg. #E4L-N		19,624.09			1,554.90	
Reg. #365-N					(1.08)	
TOTAL					\$493,224.64	

II. 12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20138975 and 20145401 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2020 and ending November 30, 2020. 

Supporting Documents



scan0510

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services


DATE: February 10, 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: B WARRANTS

ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20138975 and 20145401 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning November 1, 2020 and ending November 30, 2020:

General Fund (01.0)	Total	4,029,915.65
SELPA Administrative Unit Fund (01.1)	Total	91,533.86
SELPA Programs Fund (01.2)	Total	31,081.91
SELPA Pass Through Fund (10.0)	Total	5,279,729.82
Adult Education Fund (11.0)	Total	61,940.71
Cafeteria Fund (13.0)	Total	849,250.73
Deferred Maintenance Fund (14.0)	Total	128,773.63
Building Fund (21.0)	Total	3,870,750.24
Special Reserve for Capital Outlay Fund (40.0)	Total	2,995.24
Workers' Comp. Self-Insurance Fund (67.1)	Total	79,483.18
Health & Welfare Self-Insurance Fund (67.2)	Total	1,370,039.01
Dental Care Self-Insurance Fund (67.3)	Total	199,185.49
Vision Care Self-Insurance Fund (67.4)	Total	34,527.48
Retirement Medical Self-Insurance Fund (67.5)	Total	15,938.43
Payroll Clearance Fund (76.0)	Total	1,100,989.90

II. 13. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20145680 and 20153476 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2020 and ending December 31, 2020. 

Supporting Documents



scan0511

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services


DATE: February 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20145680 and 20153476 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning December 1, 2020 and ending December 31, 2020:

General Fund (01.0)	Total	10,074,709.65
SELPA Administrative Unit Fund (01.1)	Total	12,903.52
SELPA Programs Fund (01.2)	Total	18,509.49
SELPA Pass Through Fund (10.0)	Total	7,302,845.56
Adult Education Fund (11.0)	Total	75,321.86
Cafeteria Fund (13.0)	Total	582,563.91
Deferred Maintenance Fund (14.0)	Total	103,450.57
Building Fund (21.0)	Total	7,996,076.64
Special Reserve/Technology Fund (40.2)	Total	60,248.79
Workers' Comp. Self-Insurance Fund (67.1)	Total	164,112.53
Health & Welfare Self-Insurance Fund (67.2)	Total	1,942,801.85
Dental Care Self-Insurance Fund (67.3)	Total	185,261.11
Vision Care Self-Insurance Fund (67.4)	Total	36,826.56
Retirement Medical Self-Insurance Fund (67.5)	Total	15,938.43
Payroll Clearance Fund (76.0)	Total	1,857,988.79

II. 14. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20153592 and 20160469 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2021 and ending January 31, 2021. 

Supporting Documents



scan0512

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: February 10, 2020
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS


ACTION ITEM

RATIFY B Warrants for Downey Unified School District falling between warrant numbers 20153592 and 20160469 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning January 1, 2021 and ending January 31, 2021:

General Fund (01.0)	Total	4,009,456.43
SELPA Administrative Unit Fund (01.1)	Total	9,262.43
SELPA Programs Fund (01.2)	Total	24,227.50
SELPA Pass Through Fund (10.0)	Total	2,647,396.04
Adult Education Fund (11.0)	Total	98,798.12
Cafeteria Fund (13.0)	Total	377,616.48
Deferred Maintenance Fund (14.0)	Total	430,726.00
Building Fund (21.0)	Total	6,400,710.80
Property/Liability Self-Insurance Fund (67.0)	Total	49,433.29
Workers' Comp Self-Insurance Fund (67.1)	Total	122,513.50
Health & Welfare Self-Insurance Fund (67.2)	Total	862,281.48
Dental Care Self-Insurance Fund (67.3)	Total	257,387.57
Vision Care Self-Insurance Fund (67.4)	Total	35,987.86
Retirement Medical Self-Insurance Fund (67.5)	Total	29,799.05
Payroll Clearance Fund (76.0)	Total	1,227,826.70

II. 15. APPROVE Amendment No. 1 to Short Form Small Project Architectural Services Agreement for New Window Replacement at Rio San Gabriel Elementary School with Westberg+White, Inc. 

Supporting Documents

 scan0513

**AMENDMENT NO. 1
TO
SHORT FORM SMALL PROJECT ARCHITECTURAL SERVICES AGREEMENT
NEW WINDOW REPLACEMENT AT RIO SAN GABRIEL ELEMENTARY SCHOOL
BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT
AND
WESTBERG WHITE, INC.**

This Amendment No. 1 to the Short Form Small Project Architectural Services Agreement ("**Amendment**") is made and entered into on January 6, 2021, between **Westberg White, Inc.**, a California corporation ("**Architect**") and **Downey Unified School District**, a California public school district located in Downey, California ("**District**") (collectively, the "**Parties**").

RECITALS

- A. WHEREAS, Architect and District previously entered into a Short Form Small Project Architectural Services Agreement for New Window Replacement at San Gabriel Elementary School between Downey Unified School District and Westberg White, Inc., dated as of April 27, 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. Add the following to Exhibit A of the Agreement, captioned "Scope of Services," prior to the "1. BASIC SERVICES" section:

Additional Architectural Scope of Work:

- 1. DSA required Accessibility Scope
 - a. Provide site accessibility documentation/path of travel site plan.
 - b. Provide Existing Restroom Access demolition and renovation drawings for all restrooms and fixtures within window replacement scope buildings, to meet current codes.
 - c. Provide renovation drawings required for replacement of existing non-accessible exterior drinking fountains along the adjacent path of travel to the buildings in scope.
- 2. Additional south facing restroom clearstory window replacements at buildings A, B1, C1, and D1, to match proposed replaced South facing classroom clearstory windows in these same buildings.
- 3. Add required project Specification sections and modifications related to additional scope of work.

Additional Plumbing Engineering Scope of Work:

- 1. Add plumbing engineering renovation drawings for all required access modified and/or relocated restroom fixtures to meet current code, per DSA requirements.
- 2. Provide plumbing engineering renovation drawings for all required modified and/or replaced drinking fountains to meet current code, per DSA requirements.

3. Add Plumbing Specifications for all related work and plumbing fixtures.

Deliverables Construction Documentation phase:

1. Provide additional architecture and plumbing construction drawings and specifications required for DSA submission, approval and construction.
- II. Add the following to Exhibit B of the Agreement, captioned "Compensation", which adds the following amount to the fixed fee based on this Amendment:

Additional Fee Compensation for Window Replacement	
Phases	Architectural & Consultant
Construction Documents - 50%	18,000.00
DSA approval Phase - 10%	3,600.00
Bidding Phase - 10%	3,600.00
Construction Admin. - 20%	7,200.00
Close-out - 10%	3,600.00
Total Fee (inclusive of all Consultants)	\$36,000.00

- 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: February 10, 2021

DOWNEY UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Christina Aragon

Print Title: Associate Superintendent, Business Services

Dated: January 14, 2021

WESTBERG WHITE, INC.

By:  _____

Print Name: Paul Westberg

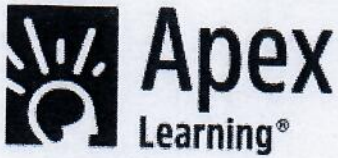
Print Title: Managing Partner

II. 16. RATIFY Amendment No. 1 to Agreement No. 202021-16 with Apex Learning to cover the cost of additional subscription seats to the Apex Curriculum from January 14, 2021 though June 30, 2021. 

Supporting Documents



scan0514



1215 Fourth Ave, Suite 1500
Seattle, WA 98161

D.U.S.D. Agreement No. 202021-16
Amendment No. 1

Quote Number 00011285

1/14/2021

Downey Unified School District

PO Box 7017

Downey, CA 90241-7017

United States

Digital Curriculum Solution

Product Description	Quantity	List Price	Sales Price	Total Price
Courses: Unlimited enrollment subscription	100.00	\$250.00	\$150.00	\$15,000.00
Grand Total				\$15,000.00

Access through

Order End Date 6/30/2021

Prices above do not include any applicable sales or other taxes. Additional purchases after the order end date may be subject to an annual price increase.

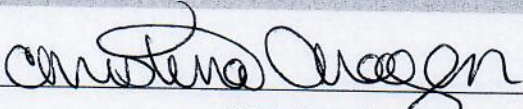
The purchase of the digital curriculum solution in this quote is subject to the Apex Learning Terms & Conditions available at:
<https://www.apexlearning.com/ClientAT>.

Please email the signed quote and a purchase order to salesdocs@apexlearning.com or fax to (206) 381-5601.
Thank you for your consideration of an Apex Learning digital learning solution.

Regards,

Armine Movsesyan

Quote Acceptance

Signature:  Date: January 15, 2021
Printed Name: Christina Aragon Title: Assoc. Supt. Bus. Svcs.

OKP

EXHIBIT A
Digital Curriculum Solutions

1. **Apex Curriculum:** Apex Learning will provide Client with the following:

A. **During Summer School 2020:**

- i. **Courses:** 200 Courses unlimited enrollment subscriptions from June 5, 2020 through August 14, 2020. Courses subscriptions do not include access to Technology Courses.

Price: \$10,000.00 (Agreement No. 201920-311)

Each unlimited enrollment subscription provides access for one student enrolled in any number of Courses at the same time. If a student completes or withdraws from all Courses in which he or she is enrolled, the subscription may be reused to enroll another student in any number of Courses. The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access through August 14, 2020 at \$50.00 per subscription.

- ii. **Courses:** 25 additional Courses unlimited enrollment subscriptions from June 9, 2020 through August 14, 2020. Courses subscriptions do not include access to Technology Courses.

Price: \$1,250.00 (Agreement No. 201920-311) (First Amendment)

B. **During the Period July 1, 2020 through June 30, 2021:**

- i. **Courses:** 450 Courses unlimited enrollment subscriptions from July 1, 2020 through June 30, 2021. Courses subscriptions do not include access to Technology Courses.

Price: \$67,500.00 (Agreement No. 202021-16)

Client may purchase additional subscriptions for access during the period July 1, 2020 through June 30, 2021 at \$150.00 per subscription.

2. **Professional Services:**

A. Two 6-hour onsite sessions.

Price: \$4,400.00

Total Price: \$83,150.00

II. 17. RATIFY Amendment to Service Agreement No. 201920-203 with First Steps for Kids, to provide additional Behavior Intervention Implementation Services to the Special Education Department from January 15, 2021 through April 1, 2021. 

Supporting Documents



scan0515

D.U.S.D. Agreement No.
Purchase Order No.
Board Approval Date:
1st Amendment Approval Date:

202021-203
PO2W-21*975
November 10, 2020
February 10, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **15 day of January 2021**, between **First Steps for Kids**, hereinafter referred to as "**CONSULTANT**", and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202021-203 approved by the Board of Education on November 10, 2020 and amended January 15, 2021 to provide Behavior Intervention Services (BIS) and Behavior Intervention Implementation (BII), to include the following:
 - A. By adding one (1) hour per week of Behavior Intervention Implementation (BII) services and two (2) hours of Behavior Intervention Services (BIS) per the attached letter; and
 - B. By increasing the AGREEMENT amount by SEVEN THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00) from TWELVE THOUSAND DOLLARS AND NO/100 (\$12,000.00), for a total AGREEMENT amount of NINETEEN THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 (\$19,500.00); and
 - C. By extending the contract completion date from January 15, 2021 to be through April 1, 2021.
2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-203, shall remain in full force and effect.

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

FIRST STEPS FOR KIDS

By Elizabeth Monday

Print Name: Elizabeth Monday

Title: **Executive Director of Operations**

Date 1/19/2021

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY


By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

EXHIBIT "<<letter or number>>"

II. 18. RATIFY Service Agreement No. 202021-247 with Haynes Family of Programs - S.T.A.R. Academy to provide supplemental academic support and tutoring to a DUSD student from November 5, 2020 through June 30, 2021. 

Supporting Documents



scan0516

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

SERVICE AGREEMENT
Agreement No. 202021-247

THIS AGREEMENT made and entered into this 5 of November, 2020 by and between Haynes Family of Programs-STAR Acad., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Supplemental Academic Support (SAS)/Academic Tutoring for #741588 not ot exceed 90 Hours
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 7650.00, not to exceed \$ 7650.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 11/05/2020 and will terminate on or before 06/30/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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


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

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

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

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

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

Signature: 
Wayne Shannon (Dec 22, 2020 15:17 PST)
Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

Name: Haynes Family of Programs
Dept.: STAR Academy
Address: PO Box 400
La Verne, CA 91750
Contact: Jonas Maceda
Phone/email: 909-667-2107/jmaceda@leroyhaynes.or

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

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT

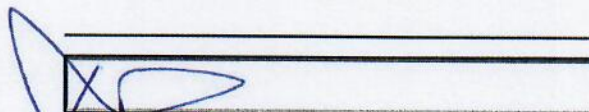


Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 12/21/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57600-1180-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print


Patricia Sandoval (Dec 22, 2020 12:39 PST)

Dec 22, 2020

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 202021-247

Page 4 of 4

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

Rate Sheet 2020-2021

All services are provided by fully credentialed and/or licensed professionals

Compensatory Services*	Rate
Supplemental Academic Services (SAS) or Transition Services	\$85 Per Hour
Occupational Therapy	\$165 Per Hour
Language and Speech Services (LAS)/Therapy	\$165 Per Hour
ERICS – ERHMS Counseling	
Parent Training	\$120 Per Hour
Educational Counseling (1:1)	\$100 Per Hour
Orientation and Mobility Instruction, Visual Impairment or Deaf and Hard of Hearing Services	\$100 Per Hour

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

IEP-Based Services**	Rate
Home Instruction/Resource Specialist Program (RSP) Services	
SAI – Direct Service (5 or more hours per week)	\$120 Per Hour
SAI-RSP – Direct Service (Less than 5 hours per week)	\$120 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$120 Per Hour
Occupational Therapy (OT)	\$165 Per Hour
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
Language and Speech Services/Therapy (LAS)	\$165 Per Hour
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
ERICS – ERHMS Counseling	\$120 Per Hour
ERICS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$120 Per Hour

**Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour

Date Modified 4/15/2020


Behavior Services – School/Home/Community Based Services**	Rate
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$130 Per Hour
Consultation with IEP Team/Parent	\$130 Per Hour
Program Development/Training	\$130 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$85 Per Hour
Transportation	\$85 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programming)	\$130 Per Hour

****Cancellation Policy (CC24)** - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour


Staff Training – Behavior	Rate
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

Assessments	Rate
Occupational Therapy Assessment	\$1850 Per student
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$1850 Per student
Language and Speech Assessment	\$1850 Per student
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$1850 Per student
ERHMS Assessment	\$1850 Per student
Functional Behavioral Assessment – One Location (School or Home)	\$1850 Per student
Functional Behavioral Assessment – Two Locations (School & Home)	\$2050 Per student
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2050 Per student
Transition Assessment	\$1700 Per student
Triennial Assessment - OT and LAS or Comprehensive Academic Assessment	\$875 Per student

Date Modified 4/15/2020

II. 19. RATIFY Service Agreement No. 202021-248 with Speechcom, Inc. to provide licensed Speech & Language Pathologists to provide services to deaf and hard of hearing students, effective August 12, 2020 through June 30, 2021. 

Supporting Documents

 Service Agreement No. 202021-248 - Speechcom Inc_1

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

SERVICE AGREEMENT
Agreement No. 202021-248

THIS AGREEMENT made and entered into this 4th of January, 2021 by and between SPEECHCOM, INC., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Contractor will provide CA Licensed Speech & Language Pathologists (SLP) who will provide

services to students within the DUSD - DHH PROGRAM.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ See Attached Rate Sheet, not to exceed \$ 100,000 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 August 12, 2020 and will terminate on or before June 30, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT

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

SERVICE PROVIDER

Speechcom, Inc.
Contracts
Dept.: 2850 Artesia Blvd # 107
Address: Redondo Beach, CA 90278
Contact: Anna Weber
Phone/email: aweber@speechcom.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature 

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Speechcom, Inc.

Signature 

Signature

Print Name: Anna Weber

Print Title: President & CEO

Date: 1/14/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57601-11900-5804-7435000 (SDC 100%)

Rebecca Piephosu / DHH Principal

Name and Title of Site Administrator-Please print



1-05-21

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

2020-2021



SPEECHcom
incorporated

SPEECHCOM, INC. RATE PROPOSAL

FOR: Downey Unified School District

FROM: SpeechCom, Inc.
2850 Artesia Blvd. #107
Redondo Beach, CA 90278
(714) 206-1287

SERVICES PROVIDED

SpeechCom Inc is a certified California Non Public Agency (NPA). We employ licensed and/or credentialed educational service providers to deliver professional services to schools throughout the Los Angeles and Orange County areas. We also provide NPA speech therapy services at our clinic site in Redondo Beach, Ca. Our services are billed at an hourly or daily rate on a monthly basis.

SERVICE RATE:

Speech Pathologist (SLP) at school site-----	<u>\$85.00/hour</u>
Speech Pathologist (SLP) in Clinic-----	<u>\$125.00/hour</u>
Speech Pathologist (SLP) in home-----	<u>\$140.00/hour</u>
Speech Pathologist (SLP) Daily Rate on site long term sub positions-----	<u>\$640.00/day</u>
Augmentative Communication (AAC) treatment/Evaluation-----	<u>\$125.00/hour</u>
Speech Language Pathology Assistant (SLPA) at school site-----	<u>\$55.00/hour</u>
Occupational Therapist (OTR)-----	<u>\$85.00/hour</u>
Occupational Therapist (OTR) Daily Rate on site long term sub positions-----	<u>\$640.00/day</u>
Occupational Therapy Assistant (COTA)-----	<u>\$65.00/hour</u>
Social Worker (CSW)-----	<u>\$85.00/hour</u>
School Nurse -----	<u>\$85.00/hour</u>
Educational Consultant-----	<u>\$125.00/hour</u>
School Psychologist-----	<u>\$90.00/hour</u>
School Psychologist Daily Rate on site long term sub positions-----	<u>\$675.00/day</u>

II. 20. RATIFY Agreement for Independent Consultant Services No. 202021-249 with Mr. John Fenton to provide facilities consulting services to the Facilities Planning & Development Department from January 13, 2021 through June 30, 2021. 

Supporting Documents

 scan0517

DOWNEY UNIFIED SCHOOL DISTRICT
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

No. 202021-249

This AGREEMENT is made and entered into this 13th day of January 2021,
between the Downey Unified School District ("DISTRICT") and

Mr. John Fenton, ("CONSULTANT"), to provide services
under the direction of:

Mr. Vince Madsen, Sr. Director, Facilities Planning & Development

(Printed Name Administrator Site/Department) (Site/Department)

1. SCOPE OF SERVICES

CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT. CONSULTANT services will include the following: *(Attach additional sheet as needed).*

provide facilities consulting services as per the attachment "A"

2. LOCATION OF PERFORMANCE/SERVICE: Facilities Planning & Development Office

3. PERIOD OF AGREEMENT

This Agreement is effective January 13, 2021 and will be completed by June 30, 2021 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

4. CREDENTIAL

Does service provided require a credential, certificate, or permit: ☐ Yes ☒ No

Have you ever paid into or are you a retiree of CalSTRS? ☐ Yes ☒ No

If Yes and service requires a credential, certificate, or a permit, you **must** be hired as an employee, paid through District payroll, subject to withholding and fingerprint clearance. Contact Certificated Personnel for an application prior to beginning services. Individual may be responsible for the cost of fingerprinting. NOTE: CalSTRS retirees may not be employed after retirement in classified positions in the public school system except: (1) as an aide in a class with a high pupil-to-teacher ratio, or (2) to provide one-on-one instruction in a remedial class or for underprivileged students. (California Ed. Code Section 45134 and Section 88033.).

5. INDEPENDENT CONSULTANT

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

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$ 125.00 per hour not to exceed a total of \$ 8,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify, and hold harmless DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONSULTANT, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and CONSULTANT shall pay for any and all damages to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. CONSULTANT further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

8. INSURANCE

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

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

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

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

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

9. **FINGERPRINTING**

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

John Fenton

Consultant Name

John Fenton

Signature

Taxpayer ID no. or Soc. Sec. Number

Street Address

City, State, Zip Code

January 6, 2021

Date

Downey Unified School District

Christina Aragon

Associate Superintendent

Date

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

(562) 469-6520

District use only below line

Account Number to be Charged:

Print Name and Title of Site Administrator

Date

Signature of Site Administrator

If using categorical funds, forward this agreement to the appropriate Program Director for Approval before sending to Business Services.

Signature of Program Director

Date

Financial Services (verify acct. #)

Agreement for Independent Consultant Services

5 | Page

Rev. 07/10/18

John Fenton, Consultant
FentonOR1.LLC
10973 Russett Avenue
Sunland, CA 91040

CONSULTANT SERVICES

1. **Independent Contractor:** The relationship between Consultant, John Fenton dba FentonOR1.LLC, and the Downey Unified School District (District) is that of independent contractor. Consultant will not be eligible for any employee benefits, compensation in lieu of benefits, incentives, nor will District make deductions from fees to the Consultant for taxes, insurance, bonds and the like within the scope of the Agreement.
2. **Tasks and Phases:** Examples of tasks Consultant may consult, assist, and advise District are proposed in Consultant's Exhibit A, as follows:

CONSULTANT'S EXHIBIT A

The Proposal for Consultant Services has multiple tasks and phases. Examples of areas that Consultant may consult/assist/advise District include, but are not limited to:

Consult and Assist the Assistant Superintendent- Business Services, and the Senior Director- Facilities Planning and Development, with regard to:

- (a) In-District and Virtual Video and Teleconference meetings with the Senior Director – Facilities, and related staff and consultants;
- (b) Consult and assist by providing advisement with regard to Measure O, Stauffer Middle School Modernization and New Construction project close out documents;


3. Timeline and Compensation:

Starting on January 13, 2021, and ending June 30, 2021;

Consultation, assistance, and advice invoiced at an hourly rate of \$125.00 per hour, for a Not to Exceed 64 hours.

Invoicing submitted on a monthly basis.

End of Proposal

II. 23. RATIFY Agreement No. 202021-253 with Rethink Autism/DBA Rethink Ed to provide the Rethink Learning Management Platform and related professional development services from January 11, 2021 through June 30, 2021. 

Supporting Documents

 Agreement No. 202021-253 - Rethink Ed - Student Services - Jagielski

CLIENT AGREEMENT

for

RETHINK PLATFORM SOLUTIONS

This Client Agreement for Rethink Ed Platform Solutions is effective on execution by both parties **January 8, 2021** and is made by and between Rethink Inc., a Delaware corporation with its principal place of business at 49 West 27th street, 8th floor, New York, NY 10010 **Rethink Ed** and Downey Unified School District with its principal place of business at 11627 Brookshire Avenue, Downey, CA 90241.

RECITALS

Rethink Ed provides platform solutions for K-12 education and related services. Client desires to have its students, teachers and staff access and use the Rethink Ed Platform (as defined below) and to have Rethink Ed perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.

1.1. **"Rethink Ed Platform"** means the Rethink Ed platform offerings identified in Section 1 of Exhibit A.

1.2. **"Client User"** means each Client student and Client teacher, administrator or staff member, who registers with Rethink Ed and establishes a password to access the Rethink Ed Platform made available under this Agreement.

1.3. **"Professional Services"** mean the Rethink Ed professional services described in Section 2 of Exhibit A.

1.4. **"Term"** will have the meaning set forth in Section 9.1 below.

1.5. **"User Support"** means the Rethink Ed support services described in Exhibit C.

2. **Rethink Obligations.**

2.1. **User Support.** Rethink Ed will provide Client and Client Users with User Support throughout the Term.

2.2. **Uptime.** Rethink Ed will use commercially reasonable efforts to make the Rethink Ed Platform available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Rethink Ed Platform utilization times. Rethink Ed will post an advance announcement of any Planned Outage on the Rethink Ed website through which Client Users access the Rethink Ed Platform.

2.3. **Security.** Rethink Ed will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information

2.4. **Professional Services.** Rethink Ed will perform the Professional Services as described in Section 2 of Exhibit A.

2.5. **All Rights Reserved.** Rethink Ed and its suppliers own all right, title and interest in and to the Rethink Ed Platform. Other than granting Client Users the right to access and use the Rethink Ed Platform as described in this Agreement, Rethink Ed expressly reserves all right, title and interest therein.

3. Client Obligations.

3.1. **Hardware/Software.** The Rethink Ed Platform is made available to Client Users over the Internet through a web-browser interface. To access the Rethink Ed Platform, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).

3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Rethink Ed Platform (where applicable).

3.3. **Terms of Use.** Access to the Rethink Ed Platform and use of Professional Services is subject to the Terms of Use ("Terms of Use") located at <https://www.rethinked.com/pages/TermsOfUse>, which are hereby incorporated by reference. All references in the Terms of Use to "you" shall apply to Client and to any Client Users. All Client Users must comply with the Terms of Use. Rethink reserves the right to suspend or discontinue Client or a Client User from accessing the Rethink Ed Platform or any Professional Services at any time if the Terms of Use are violated. Client will notify Rethink Ed of any activity by its Client Users in violation of the Terms of Use. In the event of a conflict between the terms of this Rethink Platform Solutions Agreement and the Terms of Use, the former shall govern.

3.4. **No Resale Rights.** Client will not resell to any third party the right to access or use the Rethink Ed Platform or provide any third party who is not a Client User with access to, or the ability to use, the Rethink Ed Platform.

4. Payment.

4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Rethink Ed the amounts set forth in Exhibit A pursuant to the "Payment Schedule" set forth in Exhibit B.

4.2. **Payment Terms.** Client will pay all Rethink Ed invoices issued under this Agreement within thirty (30) days of the invoice date.

4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Rethink harmless from any liability with respect to such taxes.

5. Confidentiality and Public Disclosure.

5.1. **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential.

Rethink Ed's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.

5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Rethink Ed that Rethink Ed considers proprietary information. Accordingly, Client agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that Client is required to do so under applicable public disclosure laws. Further, if Client receives a request to disclose any terms of this Agreement, then to the extent permitted by law Client will provide Rethink Ed with notice of such request, reasonably in advance of any disclosure, and give Rethink Ed an opportunity to identify and enforce any authorized exceptions to public disclosure that may apply to such request.

6. Representations and Warranties.

6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.

6.2. **WARRANTY DISCLAIMER.** RETHINK ED DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE RETHINK ED PLATFORM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. Indemnity.

7.1. **Duty to Indemnify.** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.

7.2. **Procedure.** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.

8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL RETHINK'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO RETHINK UNDER THIS AGREEMENT.

8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. Term and Termination.

9.1. **Term.** This Agreement shall commence on the date of execution of this agreement and continue through 06/30/2021 unless earlier terminated as provided in this Section 9.

9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing,

Rethink Ed may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Rethink Ed under this Agreement.

9.3. *Effect of Expiration/Termination.* Upon the expiration or termination of this Agreement: (i) all access to the Rethink Ed Platform will promptly cease. (ii) Client will immediately pay all amounts due to Rethink Ed up to the date of expiration/termination; (iii) and each party shall, promptly, return to the other party, unless instructed by such party to destroy and remove from its systems, all versions and copies of the other party's Confidential Information and any notes and materials incorporating such Confidential Information, whether in tangible or electronic form, except to the extent that such party is obligated to retain such information to comply with applicable laws and regulations or in connection with its internal record keeping and back-up policies or procedures. For the avoidance of doubt, the foregoing does not apply to de-identified aggregate, anonymous, statistical and non-personal information collected by Rethink regarding the users of the Rethink Ed Platform, traffic patterns, and service usage, as set forth in the Terms of Use. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. Miscellaneous.

10.1. *Relationship of Parties.* Client and Rethink Ed are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

10.2. *Force Majeure.* For a reasonable time period, Rethink Ed will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Rethink Ed's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. *Notices.* Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Rethink Ed or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Rethink Ed Contact	District Contact
Name, Title	Diana Frezza, SVP	Christina Aragon, CBO
Organization	Rethink Ed	Downey Unified School District
Address	49 West 27 th Street, 8 th Floor	11627 Brookshire Avenue
City, State, Zip	New York, NY 10010	Downey, CA 90241
Facsimile	646-257-2926	(562) 469-6519
Phone	877-257-2926	(562) 469-6520

10.4. *Assignment.* Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. *Waiver/Severability.* No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.

10.6. *Governing Law/Attorney's Fees.* This Agreement will be governed by and construed under the laws of the State of New York (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

10.7. No Third-Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8 SEL Assessments are supported by the Educational Records Bureau, Incorporated ("ERB"), a not-for-profit organization providing admission and achievement assessment as well as instructional services for Prek – Grade 12. Client agrees that Rethink may share any data collected and/or generated in connection with Client's and/or its users' use of or interaction with the SEL Assessment with ERB for ERB's internal purposes of statistical analysis for quality assurance purposes, research on student growth, and research on program efficacy.

10.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Rethink Ed and Client (as the parties to this Agreement).

10.10 Renewal. Your service will continue until the end of your contracted term. To avoid disruption of service a revised contract must be received prior to your annual renewal date, if it has not been received within 7 days of your renewal date, your service will be automatically cancelled.

10.11 Pricing Terms. Prices are guaranteed for 30 days, thereafter they are subject to change without notice. All Specials and Promotions limited to commitments received within this timeframe.

IN WITNESS WHEREOF, the authorized representatives of Rethink Ed and Client agree to the terms and conditions set forth in this Agreement.

Rethink Ed

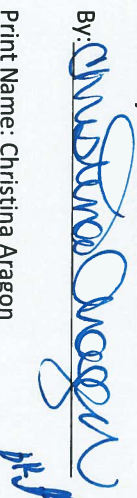
By: _____

Print Name _____

Title: _____

Date: _____

Downey Unified School District

By: A blue ink signature of Christina Aragon.

Print Name: Christina Aragon

Title: Associate Supt. Business Services

Date: January 8, 2021

EXHIBIT A

Rethink Ed Platform and Professional Services

1. *Rethink Ed Social and Emotional Learning Platform*
2. *Rethink Ed Special Education Solution*
3. *Professional Services*

Total Price:

- **Total SEL & Mental Health Access: 57 Educators and up to 1,710 Students = \$17,100**
- **Total Special Education Access: 4 Educators and up to 20 Students - \$2,400**
- **Total Cost for all 3 campuses: \$19,500**

EXHIBIT B


Payment Schedule

- To be paid in full, up front for entire 1-year term 1/11/2021 to 06/30/21
- Invoice will be submitted on 1/11/2021, payable Net 30


EXHIBIT C

User Support

1. General. Rethink Ed will provide two (2) designated Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Rethink Ed Monday–Friday from 8:00 a.m. to 5:00 p.m. Central Time. Rethink Ed will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Rethink Ed website through which Client Users access the Rethink Ed Platform and/or by a voicemail greeting.
2. Disclaimer. Rethink Ed's ability to support Client and Client Users with respect to the Rethink Ed Platform depends on Client (a) providing Rethink Ed with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Rethink Ed Platform,
 - (b) cooperating in a timely manner with Rethink Ed's efforts to diagnose the source of problems,
 - (c) making available to Rethink Ed appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Rethink Ed in a timely manner. In addition, Rethink Ed is not responsible for Client User problems that stem from Client's Internet connection, any Client or third-party hardware or software, or Client's own network.

II. 24. RATIFY California Student Data Privacy Agreement with Rethink Autism/DBA Rethink Ed for the use of Rethink Education Platform and related professional development services from January 11, 2021 through June 30, 2021. 

Supporting Documents

 **California Student Privacy Agreement - Rethink Ed - Student Services**

**CALIFORNIA STUDENT DATA PRIVACY
AGREEMENT Version 2.0 (September 26, 2018)**

School District/Local Education Agency:

Downey Unified School District

AND

Provider:

Rethink Ed, a division of Rethink Autism, Inc.

Date:

January 8, 2021

This California Student Data Privacy Agreement ("DPA") is entered into by and between the
Downey Unified School District

(hereinafter referred to as "LEA") and Rethink Ed, a division of Rethink Autism, Inc.
(hereinafter referred to as "Provider") on January 8, 2021 . 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 January 8, 2021 ("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 ("SOPPIA") 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, SOPPIA, 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:

Rethink Ed Platform and Professional 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. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit “C”. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil’s records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA’s request for Student Data in a pupil’s records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit “A”, Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.
4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPPA, AB 1584 and all other California privacy statutes.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPPA, AB 1584 and all other California privacy statutes.
2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.
3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.
4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data.** Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Student Data” form, a copy of which is attached hereto as Exhibit “D”. Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

- a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA’s request to transfer data to a separate account, pursuant to Article II, section 3, above.

- b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition.** Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

- a. Passwords and Employee Access.** Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.
- b. Destruction of Data.** Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols.** Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training.** The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology.** When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.
- f. Security Coordinator.** If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.
- g. Subprocessors Bound.** Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

- a.** The security breach notification shall be written in plain language, shall be titled “Notice of Data Breach,” and shall present the information described herein under the following headings: “What Happened,” “What Information Was Involved,” “What We Are Doing,” “What You Can Do,” and “For More Information.” Additional information may be provided as a supplement to the notice.
- b.** The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i.** The name and contact information of the reporting LEA subject to this section.
 - ii.** A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii.** If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv.** Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v.** A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c.** At LEA’s discretion, the security breach notification may also include any of the following:
 - i.** Information about what the agency has done to protect individuals whose information has been breached.
 - ii.** Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d.** Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

- e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.
- f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.
- g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.
4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Christina Aragon

Title: Associate Superintendent, Business Services

Contact Information:

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

The designated representative for the Provider for this Agreement is:

Name: Diana Frezza

Title: Senior Vice President, Rethink Ed

Contact Information:

Rethink Autism, Inc.

49 West 27th Street, 8th Floor

New York, NY 10001

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: N/A

Title: N/A

Contact Information:

No exhibit "E" included in this agreement

6. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver.** No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound.** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Rethink Ed, a division of Rethink Autism, Inc.

BY: Diana Frezza Date: 1/8/2021

Printed Name: Diana Frezza Title/Position: SVP, Rethink Ed

Local Education Agency: Downey Unified School District

BY: Christina Aragon Date: January 8, 2021

Printed Name: Christina Aragon Title/Position: Associate Superintendent, 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]

Rethink Ed Platform and Professional Services

- 1. Rethink Ed Social and Emotional Learning Platform**
- 2. Rethink Ed Special Education Solution**
- 3. Professional Services**

Total Price:

- Total SEL & Mental Health Access: 57 Educators and up to 1,710 Students = \$17,100.00**
- Total Special Education Access: 4 Educators and up to 20 Students = \$2,400.00**
- Total Cost for all 3 campuses = \$19,500.00**

EXHIBIT “B”

SCHEDULE OF DATA

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

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	

	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/appl-ication performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	
	Other student	

	work data - Please specify:	
	Student course grades	
Transcript	Student course data	
	Student course grades/performance 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:	
	Please list each additional data element used, stored or collected by your application	
Other		

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, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DI): 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.

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

Downey Unified School District directs Rethink Ed, a division of Rethink 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:

<u>Extent of Disposition</u> Disposition shall be:	 ____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
<u>Nature of Disposition</u> 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.
<u>Timing of Disposition</u> Data shall be disposed of by the following date:	 ____ As soon as commercially practicable ____ By (Insert Date) _____

Authorized Representative of LEA

Date
1/8/2021

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 **Downey Unified School** and which is dated **January 8, 2021** 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: **Rethink Ed, a division of Rethink Autism, Inc.**

BY: NOT APPLICABLE TO THIS AGREEMENT

Date: **1/8/2021**

Printed Name: **Diana Frezza**

Title/Position: **SVP, Rethink Ed**

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: **Downey Unified School District**

BY: NOT APPLICABLE TO THIS AGREEMENT

Date: _____

Printed Name: _____

Title/Position: _____

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

Name: No exhibit "E" included in this agreement

Title: NOT APPLICABLE TO THIS AGREEMENT

Email Address: _____

EXHIBIT “F” DATA SECURITY REQUIREMENTS


[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

NOT APPLICABLE TO THIS AGREEMENT

00618-00001/4274378.1

II. 25. RATIFY Service Agreement No. 202021-254 with Hanna Interpreting Services LLC to provide interpreting services for the Special Education Department January 11, 2021 through June 30, 2021.

Supporting Documents

 Service Agreement No. 202021-254 - Hanna Interpreting Services

DOWNEY UNIFIED SCHOOL DISTRICT

11627 Brookshire Avenue

Downey, CA 90241

(562) 469-6500

SERVICE AGREEMENT

Agreement No. 202021-254

THIS AGREEMENT made and entered into this 7 of January, 2021 by and between Hanna Interpreting Services LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Interpreting for Special Education IEP Meetings and related events

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 15,000.00, not to exceed \$ 15,000.00 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 1/11/2021 and will terminate on or before 6/30/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT'S Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Signature: _____

Wayne Sharpton (Jan 13, 2021 10:48 PST)

Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

Name: Hanna Interpreting Services LLC
Dept.: Contracts
Address: 10783 Jamacha Blvd., Ste. 8
Spring Valley, CA 91978
Contact: Tom Elias
Phone/email: (619) 930-9490

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature _____

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Hanna Interpreting Services LLC

Signature **Tom Elias**
Digitally signed by Tom Elias
Date: 2021.01.08 14:14:14 -0800

Print Name: Tom Elias

Print Title: President

Date: 1/8/2021

District use only below line

Account Number to be Charged 01.0-65000.0-67600-31500-6804-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Patricia Sandoval (Jan 11, 2021 15:53 PST)

Jan 11, 2021

Signature of Site Administrator


Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 202021-254

Page 4 of 4

II. 26. RATIFY Service Agreement No. 202021-255 with Haynes Family Programs - S.T.A.R. Academy, for supplemental academic services for the Special Education Department from January 15, 2021 through May 28, 2021. 

Supporting Documents



Service Agreement No. 202021-255 - Haynes Family of Programs - STAR Agency

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

SERVICE AGREEMENT
Agreement No. 202021-255

THIS AGREEMENT made and entered into this 8th of January, 2021 by and between Haynes Family of Programs-STAR Agency, 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.
40 hours of supplemental academic services (Student #720737, D.A.)
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 85.00 per hour x 40 hours, not to exceed \$ 3,400.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins January 15, 2021 and will terminate on or before May 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. **Insurance.** As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A.VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Signature: 
Wayne Shannon (Jan 8, 2021 11:52 PST)

Email: wshannon@ddusd.net

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

DISTRICT

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

SERVICE PROVIDER

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

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

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




Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 01/07/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57600-11100-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print



Patricia Sandoval (Jan 8, 2021 11:34 PST)

Jan 8, 2021

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District
Service Agreement No. 202021-255

Page 4 of 4

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

Rate Sheet 2020-2021

All services are provided by fully credentialed and/or licensed professionals

Compensatory Services*	Rate
Supplemental Academic Services (SAS) or Transition Services	\$85 Per Hour
Occupational Therapy	\$165 Per Hour
Language and Speech Services (LAS)/Therapy	\$165 Per Hour
ERICs – ERHMS Counseling	
Parent Training	\$120 Per Hour
Educational Counseling (1:1)	\$100 Per Hour
Orientation and Mobility Instruction, Visual Impairment or Deaf and Hard of Hearing Services	\$100 Per Hour

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

IEP-Based Services**	Rate
Home Instruction/Resource Specialist Program (RSP) Services	
SAI – Direct Service (5 or more hours per week)	\$120 Per Hour
SAI-RSP – Direct Service (Less than 5 hours per week)	\$120 Per Hour
Prep/IEP: Includes updating goals progress, program planning, and IEP attendance Allocation: 1 hour for every 5 hours of direct service allocated	\$120 Per Hour
Occupational Therapy (OT)	
OT - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
Language and Speech Services/Therapy (LAS)	
LAS - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$165 Per Hour
ERICs – ERHMS Counseling	
ERICs - Prep/IEP Bundle Includes updating goals progress, program planning, and IEP attendance (10 hours per year)	\$120 Per Hour


**Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour

Behavior Services – School/Home/Community Based Services**	Rate
Behavior Intervention Development (BID) – To Accompany BII Services	
Supervision to Accompany BII Services (1 hour BID for every 5 hours of BII direct service allocated.)	\$130 Per Hour
Consultation with IEP Team/Parent	\$130 Per Hour
Program Development/Training	\$130 Per Hour
Behavior Intervention Implementation (BII)	
1:1 School/Community	\$85 Per Hour
Transportation	\$85 Per Hour
Behavior Intervention Development (BID) – Social Skills	
Social Skills with BCBA (16 – 2 Hour sessions; 2 hours BID Programming)	\$130 Per Hour

****Cancellation Policy (CC24) - If the school or parent does not provide 24 hours-notice of student's absence to Haynes Family of Programs, we will automatically bill a minimum of 50% of scheduled hours. For example, if student's services are scheduled from 9:30 am to 11:30 pm (2 hours), we will bill district of student's non-attendance/absence a minimum of 1 hour**

Staff Training – Behavior	Rate
Behavior Intervention Fundamentals – Group (Max 20 participants)	\$1500 flat rate
Behavior Intervention Plan – BIP Student Specific	
Individual (e.g. 1:1 aide training/teacher) includes observation, training, and follow-up	\$1000 per student
Group (e.g. IEP Team) includes observation, training, and follow-up	\$1500 per student

Assessments	Rate
Occupational Therapy Assessment	\$1850 Per student
Occupational Therapy Assessment – AT Assessment (Check for Provider Availability)	\$1850 Per student
Language and Speech Assessment	\$1850 Per student
Language and Speech Assessment - AAC Assessment (Check for Provider Availability)	\$1850 Per student
ERHMS Assessment	\$1850 Per student
Functional Behavioral Assessment – One Location (School or Home)	\$1850 Per student
Functional Behavioral Assessment – Two Locations (School & Home)	\$2050 Per student
Functional Behavioral Assessment with 1:1 Aide Determination (School Based)	\$2050 Per student
Transition Assessment	\$1700 Per student
Triennial Assessment - OT and LAS or Comprehensive Academic Assessment	\$875 Per student

II. 31. RATIFY Service Agreement No. 202021-265 with Holly Clark Education Consulting, Inc. to serve as a keynote speaker and provide two professional development sessions from December 2, 2020 through March 3, 2021. 

Supporting Documents



Service Agreement No. 202021-265 - Holly Clark Educational Consulting - Elementary Ed - J. Robb..

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

SERVICE AGREEMENT
Agreement No. 202021-265

THIS AGREEMENT made and entered into this 21st of January, 2021 by and between Holly Clark Educational Consulting, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
Keynote speaker and two professional development sessions, to be provided on
December 2, 2020, February 17 and March 3, 2021.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1750.00, not to exceed \$ 1750.00 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 December 2, 2020 and will terminate on or before March 3, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Holly Clark Educational Consulting, Inc.
Dept.: _____
Address: 2658 Del Mar Heights Road 161
Del Mar, CA 92014
Contact: Holly Clark
Phone/email: teachclark@gmail.com

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

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT




Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____



Signature

Print Name: Holly Clark

Print Title: Owner

Date: 01 / 21 / 2021

District use only below line

Account Number to be Charged 01.0-40350.0-11100-10000-5804-7480000

Jennifer Robbins, Director, Elementary Education


Name and Title of Site Administrator-Please print

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

II. 33. RATIFY Service Agreement No. 202021-271 with Susanne M. Smith, Inc. to provide independent education evaluation services in the area of occupational therapy to a DUSD student from August 3, 2020 through November 30, 2020. 

Supporting Documents



Service Agreement No. 202021-271 - Susanne M. Smith, Inc. Special Ed

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

SERVICE AGREEMENT
Agreement No. 202021-271

THIS AGREEMENT made and entered into this 3rd of August, 2020 by and between Susanne M. Smith, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Independent Education Evaluation in the area of Occupational Therapy (Student #602450)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1,800.00, not to exceed \$ 1,800.00 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 8/3/20 and will terminate on or before 11/30/20 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

8. **Agreement to Arbitrate.** The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.

9. **Force Majeure Clause.** The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

10. **Attorney's Fees.** If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.

11. **Licenses and Permits.** It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.

12. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.

13. **Incorporation by Reference.** Any exhibits referenced herein shall be incorporated and made a part of this agreement.

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

DISTRICT

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

SERVICE PROVIDER

Name: Susanne M. Smith, Inc.
Dept.: _____
Address: 15 Songbird Lane
Aliso Viejo, CA 92656
Contact: 949-581-1380
Phone/email: office@droley.org

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature



Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Susanne M Smith, Inc.

Signature



Print Name: Susanne S Rokey

Print Title: OTD, IOTF/L, FAOTF

Date: 01.21.2021

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 _____


OTD, OTRL, FAOTA

**Susanne M Smith, Inc.
2020 – 2021 FEE SCHEDULE FOR OCCUPATIONAL THERAPY SERVICES**

Independent Educational Evaluation (IEE)

IEE

\$1800

Includes: Performance evaluation, document review, school observation, parent and teacher questionnaires, report with recommendations, and up to 2 hour IEP by phone

Rush Fee – final report due within 10 days of evaluation \$ 250

Private Evaluation

\$ 900

Includes: Performance testing, one-hour follow-up consultation with guardians, & report with recommendations

(NOT included - Teacher forms, school observation, or IEP attendance)

IEP Participation (outside IEE or in excess of 2 hour initial IEP)

Phone or electronic \$ 150/hr

Onsite \$ 300 (2 hour maximum) plus travel

Consultation \$ 175/hr

Document Review \$ 175/hr

Screening \$ 450

Expert Witness

Retainer \$1000

Deposition/Hearing/Trial \$ 500/hr (2 hour minimum)

Travel (more than 50 miles or 1 hour drive one way from Irvine, CA.)

time \$ 100/hr (over 60-minutes round trip)

mileage \$.51 per mile

airfare & hotel door-to-door costs per receipt

meals if air travel is required

PAYMENT - Fees are agreed upon at the time of scheduling. Payment is due at the time of the service unless a purchase order is in place. Invoice is provided at the time of the consultation.
RESULTS - Consultation with report and recommendations are provided within 30 days of the evaluation unless otherwise notified. The evaluation report is provided to the agency/individual requesting the evaluation within 5 days of the consultation.

LATE CANCELLATION AND "NO SHOW" CHARGES - Cancellations received less than 24 hours in advance will be billed for the appointment scheduled.

CURRICULUM VITAE AVAILABLE UPON REQUEST

Signature below constitutes agreement to the above terms.
Agreement or retainer payment must be received prior to provision of services.

Name: _____ Date: _____

Signature: _____



For additional information contact
Susanne M Smith, Inc. office@dmrole.org (949) 581-1380 * FAX (949) 581-1384

II. 34. RATIFY proposal with AON Risk Insurance Services West, Inc. to provide actuarial services for the District self-insured workers' compensation program from January 1, 2021 through June 30, 2021.

Supporting Documents

 AON Risk Services Proposal for Actuarial Services - Financial Services



Downey Unified School District

Aon Risk Insurance Services West Inc. Proposal for Actuarial Services

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Introduction

Aon Risk Insurance Services West Inc. (AON) is pleased to submit this proposal to provide services to **Downey Unified School District** (Client) for actuarial services of the self-insured *workers compensation program*.

The broad scope of work is to develop estimated outstanding liabilities and funding amounts for future fiscal years. This will provide important data for financial audit statements (including Governmental Accounting Standards Board [GASB] Statement No. 10 compliance) and strategic long-range planning.

The conclusions of our work will be provided in a written report. The report will have an executive summary designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and to facilitate future analysis.

Scope of Work

Actuarial Analysis

1. **Estimate Outstanding Losses.** Estimate outstanding losses (including allocated loss adjustment expenses [ALAE]) as of December 31, 2020.

The estimated outstanding losses are the cost of unpaid claims. The estimated outstanding losses include case reserves, the development of known claims and incurred but not reported (IBNR) claims. ALAE are the direct expenses for settling specific claims. The amounts are limited to the self-insured retention.

2. **Project Financial Position.** Project the financial position as of December 31, 2020.

The projected financial position is a comparison of the estimated outstanding losses with the funds available (approximate and unaudited) to meet them.

3. **Project Ultimate Limited Losses.** Project ultimate limited losses (including ALAE) for 2021/22 and 2022/23.

The projected ultimate limited losses are the accrual value of losses with accident dates during 2021/22 and 2022/23, regardless of report or payment date. The amounts are limited to the self-insured retention.

4. **Recommend Funding.** Recommend funding for 2021/22 and 2022/23

The recommended funding is based on the projected ultimate limited losses for 2021/22 and 2022/23, and projected expenses for claims handling, program administration and excess insurance.

5. **Project Losses Paid.** Project losses paid during 2021/22 and 2022/23.

The projected losses paid are the claim disbursements during 2021/22 and 2022/23, regardless of accident or report date. The amounts are limited to the self-insured retention.

6. **Size of Loss Distribution Analysis.** Analyze the distribution of losses in various layers.

7. **Affirm GASB Statement No. 10.** Provide a statement affirming the conclusions of this report are consistent with Governmental Accounting Standards Board (GASB) Statement No. 10.

These actuarial services will result in the production of the following deliverables:

- The conclusions of our work will be in a written report for the District. The report will be designed to be easily understood by non-actuaries. It will contain a technical section with sufficient information to support all conclusions and facilitate future analysis.

Project Approach

1. Participate in a discussion with Client to learn about any changes in its self-insured program since December 31, 2019 (last time we completed the actuarial study).
2. Submit a written data request to Client.
3. Gather and compile data provided by Client. We will review the data for reasonableness. Anomalies (if any) will be identified. If requested, we can obtain data directly from the claims administration firm(s).
4. Discuss large individual claims with Client. Large claims can have a disproportionate impact upon the actuarial analysis. We want to be certain we fully understand the large claims.
5. Develop estimates of claim costs for 2021/22 and 2022/23.

The estimates will be based on Client's own data to the extent it is a good predictor of future activity. To the extent Client's loss data is not a good predictor, our projections will reflect other similar programs with which we are familiar.

Based on our experience, we have found that insurance industry statistics are often not applicable to public entities. This is because insurance industry statistics reflect a wide range of diverse risks (public entities are much more homogeneous). Public entities tend to manage claims very carefully. Therefore, reporting and payout patterns differ from insurance industry statistics.

For the above reasons, we will apply insurance industry statistics judiciously.

Our estimates will be developed based on generally accepted actuarial practices and will be consistent with GASB Statement No. 10. We will consider at least the following actuarial methodologies:

- ◆ **Paid loss development**
- ◆ **Reported incurred loss development**
- ◆ **Case reserve analysis**
- ◆ **Reported claims development**
- ◆ **Frequency and severity analysis**
- ◆ **Loss rate analysis**
- ◆ **Bornhuetter-Ferguson analysis**
- ◆ **Increased limits analysis**

6. Based on projected losses and expected claims disbursement patterns, project investment income.
7. Prepare a draft report of our conclusions and recommendations.

The conclusions and recommendations will be clear, concise and easily understood by non-actuaries. The report will include charts, graphs and other documentation sufficient to support all conclusions and recommendations. Further discussion of the report appears in Section D, "Deliverables," of this chapter.

8. Discuss the draft report with Client by telephone. Based on new facts ascertained in our discussions, we will revise the draft report and issue a final report.

Deliverables

Client will receive a thorough, yet easy-to-understand report. The technical section will include the following information to support all conclusions and facilitate future analysis.

- ◆ **Background.** Relevant details concerning the history, administration, claims handling, retention levels and excess coverage will be provided.
- ◆ **Data Sources.** Descriptions of the loss and exposure data provided by Client and its administrators will be provided. Individual claims requiring special treatment in the analysis will be cited, including an explanation of how we treated the claims in the analysis. If industry data is used to supplement our analysis, a description of the data source will be provided; we will explain how we incorporated the industry data into the analysis.
- ◆ **Methods Used.** Descriptions of the various actuarial methods used in the analysis will be provided. We will also explain the considerations associated with selecting the methods as well as the underlying assumptions.
- ◆ **Exhibits.** The exhibits will show the details of our analysis and support all conclusions stated in the Executive Summary.

Our reports are practical, useful documents, frequently referred to by our clients over months until they are updated by ensuing reports.

Timeline

	Major Activity (1)	Timing (2)
(A)	Project kickoff	Within two (2) days of notification to proceed
(B)	Submit written data request	Within two (2) days of project kickoff
(C)	AON submits draft report	Within four (4) weeks of receipt of data,
(D)	Final report	Within two days of Client's approval of the draft



We have the resources readily available to complete work on schedule. The schedule can be accelerated or amended in accordance with the needs of Client.

Professional Qualifications


About Aon

Aon is the global leader in risk management, reinsurance brokerage, and human resource consulting, with over \$11.7 billion in annual revenue generated through more than 500 offices worldwide. Our focus and dedication has made us the global leader within our industry as recognized by publications, industry observers, and most importantly, our clients, throughout the world.


Awards & Recognition





Aon's Interactive Political map was named a recipient of an Innovation Award from *Business Insurance* magazine.





Aon was named the Best Global Insurance Broker by *Global Finance* magazine.




In all, Aon had 54 2017 Power Brokers named by *Risk & Insurance* magazine in Risk, Reinsurance and Employee Benefits, more than any other firm.





Aon Captive & Insurance Management has received the Cell Company Initiative and Captive Manager of the Year awards at the 2017 Captive Services Awards presented by *Captive Review* magazine.



Aon was recognized with three awards from ACORD, the insurance industry's standards and technology organization, including the ACORD Global Citizen Award and the ACORD Leadership Award.



Aon was honored with a CIO 100 Award from IDG's *CIO* magazine for the technology platform behind the Aon Active Health Exchange.



Aon was named the 2016 North American Insurance Broker of the Year & Aon Benfield was named the Best Reinsurance Broker of the Year for Analytics.

Aon was founded on December 12, 1979; although predecessor organizations to our firm have been in business for more than 300 years.

Throughout the 1980s and 1990s, strategic acquisitions and organic growth fueled Aon's expansion in the global insurance marketplace. Over the years, we have acquired some of the most well-known companies in the risk management and human resources sectors. The three most notable acquisitions in recent years have been Benfield, a reinsurance brokerage and advisor (2008), ARMTech, a public sector consulting firm in 2008, and Hewitt Associates, a human resources consulting firm (2010).



50,000
Worldwide Employees



\$11.6B
2016 Annual Revenue



500+
Offices in 120 Countries



\$110B
Worldwide Premium Placements



\$31.56B
Market Capitalization
(as of May 2017)



NYSE Symbol

The integrated solutions we provide for you are drawn from every aspect of our global organization:

Aon plc

Risk Solutions		HR Solutions
Aon Risk Solutions (ARS)	Aon Benfield	Aon Hewitt
Retail Brokerage	Facultative Reinsurance Brokerage	Retirement and Investment
Health & Benefits Consulting and Brokerage	Treaty Reinsurance Brokerage	Talent, Rewards & Performance
Actuarial & Analytics	Capital Markets & Financial Advisory	Exchange Solutions
Risk Consulting	Analytics & Technical Services	Global Benefits
Risk Control and Claims	Strategy, Claims & Operation Consulting	Strategic Advisory
Captive Management	Claims Management	
Affinity Programs		
Select Personal Lines		
M&A Advisory		

Aon

Aon's global risk management business, Aon, provides clients of all industry sectors with comprehensive risk management and employee benefits solutions. Guided by the Aon Client Promise, our teams deliver customized and innovative risk solutions to drive value for our clients through industry-leading tools and capabilities.

Aon Hewitt

Aon's human resources consulting and outsourcing organization, Aon Hewitt, works with clients of all sizes to find, develop, motivate and reward employees in ways that align with our clients' broader financial and business goals. We help our clients achieve better business results by addressing critical human resources issues.

Aon Benfield

Aon's worldwide reinsurance entity, Aon Benfield, is the largest reinsurance broker in the world, offering reinsurance brokerage, analytical services, alternative risk financing vehicles and wholesale brokerage services. With offices in more than 40 countries around the world, Aon Benfield has access to all aspects of the global reinsurance market. Benfield places more than \$30 billion of reinsurance premium annually.

Description of AON

Aon is a corporation and was founded on December 12, 1979; although predecessor organizations to our firm have been in business for more than 300 years. Aon has approximately 600 offices worldwide, serving 120 countries with 61,000 employees. Aon serves clients in virtually all industries.

Aon Risk Consultants, Inc., a division of Aon has a nationwide risk management, actuarial and insurance consulting practice with more than 80 actuarial consultants and 40 Associates and Fellows of the Casualty Actuarial Society who are also Members of the American Academy of Actuaries. Through our experienced team of actuarial and analytical specialists, we provide a broad range of risk quantification services to our clients, and have earned the reputation as one of the leading service providers in this field.

AON has extensive experience performing actuarial studies and has also performed many related projects. We regularly evaluate cost allocation plans, coverage forms, excess insuring pricing, program administration and risk retention capacity. We believe this gives AON a unique perspective.

AON is not just an actuarial firm. We are much more well-rounded. For similar assignments, we typically use peer review from a non-actuary risk management Managing Director. This ensures the report can be understood by a non-technical person and meets the high standards expected by our clients.

Every two years, AON presents an educational conference for public entity risk pools. Many conference attendees return because the information acquired proves beneficial to their organization. The 20th conference was held in Santa Ana Pueblo, New Mexico from July 23 to July 26, 2017.

AON is experienced in providing the services Client requires. We have staff actuarial consultants who will be at Client's disposal to complete key tasks. AON personnel have the ability to respond promptly to Client's service requests.

AON's specific capabilities include:

- **Actuarial services**
- **Cost allocation design**
- **Benchmarking**
- **Claim audits**
- **Information services**
- **Insurance coverage and policy reviews**
- **Risk financing reviews**
- **Risk management audits**
- **RFP preparation**

Why AON is Most Qualified to Serve Client

We believe AON is most qualified to serve Client for the following reasons:

1. **Relationship Oriented.** AON takes a long-term, relationship-oriented view towards its assignments. Unlike other firms with only a project-oriented approach to actuarial services, we develop an understanding of the entire program to help ensure our services will meet your needs. We are available to answer your questions, offer insights and aid you in the financial stewardship of your organization.
2. **Strong Ties to the Public Sector Community.** AON consultants often speak at and regularly attend PARMA, PRIMA, CAJPA, AGRIP and STRIMA conferences. Every two years, AON sponsors a conference on risk retention pools. Our active participation at local and national conferences strengthens our ties to the public sector community. We know the issues affecting governmental entities and can serve as a resource as you analyze complex issues.
3. **Unique Perspective.** AON has extensive experience performing actuarial reviews and related projects. We regularly evaluate coverage forms, excess insurance pricing and exposures arising from operations and administration of risk management programs. We believe this gives AON a unique perspective. Our broader understanding of risk management issues can assist you in more effective administration of your program.
4. **Concentrated Analysis.** AON concentrates on the matters relevant to your self-insured program. We delve deeply and penetrate into the issues driving your loss costs and risk exposure.

AON reports communicate our findings, conclusions and recommendations clearly and concisely. AON reports lay a firm foundation for future studies.

Customer Service

We survey our clients after work completion. The results reveal a very high level of satisfaction. A summary of client responses, on a scale of 1 (poor) to 5 (excellent) is as follows:

1. Over 98% of our clients rate us as excellent or near-excellent. Clients surveyed indicate they will continue working with us.

Technical Competence	4.9
<i>Performance of Project Manager</i>	4.9
<i>Quality of Work</i>	4.9
<i>Value of Services</i>	4.9
<i>Accuracy of Project Cost Estimates Not Applicable</i>	4.9
<i>Initial Response Time</i>	4.9
<i>Deadlines Met and Promises Kept</i>	4.9
<i>Continued Response Time</i>	4.9
<i>Availability of Personnel When Needed</i>	4.8
<i>Administrative Services (Phone Answering, Invoices, etc.)</i>	4.8

2. Over the five-year span between 2011 and 2015, we have completed over 2,500 actuarial reports representing over 350 clients across 42 states, illustrated on the following map.



These reports represent the actuarial work for predominantly self-insured entities. This demonstrates our efficiency while maintaining the highest customer satisfaction, best practices and required actuarial standards.

Along the way, we have also contributed to public conferences by providing educational presentations.

Project Team

The project team has been assembled because the experience and education of the members respond well to Client's needs.

1. **Mr. Mujtaba Datoo, ACAS, MAAA, FCA.** Mr. Datoo, Actuarial Practice Leader at AON, will lead the actuarial work. He is an Associate of the Casualty Actuarial Society, a Member of the American Academy of Actuaries and a Fellow of the Conference of Consulting Actuaries.

Mr. Datoo performs actuarial services for scores of pools, cities counties, school, and other self insured governmental entities. He has provided actuarial services since 1980, including general liability, automobile liability, property, and medical malpractice, and analyzing all aspects of workers compensation ratemaking and legislative pricing in statewide filings to determine rate adequacy and presentation of findings for the National Council on Compensation Insurance (NCCI).

A frequent speaker on actuarial issues, Mr. Datoo spoke at the CAJPA conferences on financial benchmarks for pools and at the CASBO conference for school business officials every year since 2004. In 2005, he presented at the Conference of Consulting Actuaries on 'Strategic Decision-Making for Collective Risk-Sharing Entities.' In June 2006, he co-presented at PRIMA on 'Selection of Self-Insured Retention Levels for Public Entities.'

In February 2007, he presented 'Demystifying the Actuarial Report' at PARMA.

In May 2008, he presented to the National League of Cities – RISC Pool Trustees on 'What an Actuary Should be Providing a Board, How to Read an Actuarial Report, and What Questions to Ask.'

At the June 2008 PRIMA meeting, he presented at two sessions on Understanding the Actuarial Report and Explaining Experience Modification. In 2009, he co-presented on "What do Those Actuaries Do with Your Claims Data?"

In February 2009, he presented a session on "Approaches to Rate Setting." at PARMA.

In April 2010, he presented at CASBO on "What Actuaries Do with Claims Data" and in June 2010 at PRIMA sessions on "How to Read Your Actuarial Report" and co-presented on "Adjuster and Actuary: Artist and Scientist."

In September 2010, he presented to CAJPA on "A Risk-Based Capital Approach" to determine how much equity is enough.

In June 2011, he presented at PRIMA on cost allocation, and in September 2011 at CAJPA and in June 2012 at PRIMA, he presented on "Seven Questions to Ask Your Actuary."

At the June 2013 PRIMA meeting, he presented two sessions on "Actuarial Judgment: How It Impacts Your Program" and "Too Much, Too Little or Just Right Surplus: Risk Based Capital and Financial Ratios.

In September 2013, he presented at CAJPA on "Pricing Legislative Impacts."

In September 2014, he presented at PRIMA on "Choosing Your SIR, It's More Than A Number."

In February 2015, he presented a session on "The Building Blocks of Understanding an Actuarial Report – The Lego Approach." at PARMA.

In June 2015, he presented two sessions at PRIMA on "Understanding Actuarial Concepts Using LEGOs" and "Solvency Measures".

In July 2015, he presented a session at CCWC on "The State of Workers' Compensation Costs".

In March 2016, he presented two sessions at AGRIP on "Actuarial Forecasting & Reserving" and "Advanced Actuarial Concepts".

In May 2016, he presented a session at NLC-RISC on "Financial Ratios Benchmarks".

In June 2016, he presented a session at PRIMA on "Grasp Your Actuarial Report in 15 Minutes".

In June 2017, he presented a session at CAJPA on "Why Pooling Works", and a session at PRIMA on "Think Like an Actuary".

In September 2017, he presented a session at STRIMA on "Splitting the Bill, How to Allocate Cost of Risk".

2. **Ms. Tracy Fleck, ACAS, MAAA.** Ms. Fleck, a consultant and actuary at AON, will assist with the actuarial analysis.

Ms. Fleck has experience providing reserve and funding analysis for self-insured programs.

3. **Mr. Ziruo Wang.** Mr. Wang, an Actuarial Consultant at AON, will assist with the actuarial analysis.

Ms. Wang has experience providing loss projections, estimating outstanding losses and funding studies for self-insured workers compensation, automobile liability, general liability and hospital professional liability programs.

References

Entity (1)	Contact Name (2)	Phone Number (3)
Santa Ana Unified School District	Ms. Camille Boden Executive Director of Risk Management	(714) 558-5835
Fullerton School District	Ms. Laurie Bruneau Risk Manager	(714) 446-1066 laurie_bruneau@fullertonsd.org
Whittier Area Schools Insurance Authority	Ms. Jody Gray President, Sedgwick Risk Services Group	(909) 608-7171 Jody.Gray@Sedgwickrsg.com
Southern California Schools Risk Management	Dr. Karla M. Rhay Chief Administrative Officer	(909) 763-4900 KRhay@scsjpa.org
Schools Insurance Authority	Mr. Martin Brady Executive Director	(916) 364-1281 mbrady@sia-jpa.org
Ventura County Schools	Ms. Elizabeth Atilano Executive Director	(805) 383-1969 EAtilano@vcoe.org
Self-Insured Schools of California	Mr. Kim Sloan Chief Financial Officer	(661) 636-4882 kisloan@kern.org
Merced County Self Insured Group	Ms. Terri Prichard	(209) 389-4054
Tuolumne JPA	Ms. Norma Wallace Director	(209) 536-2035 nwallace@tcsos.us
Pomona Unified School District	Ms. Amy McElwain Director, Risk Management	(909) 397-4800 ext. 3884
Long Beach Unified School District	John F. Aube, ARM Risk Management Coordinator	(562) 997-8235 JAube@lbusd.k12.ca.us
Montebello Unified School District	Ms. Diana Cota Risk Management Business Services Division	(323) 887-7900 x2460 cota_diana@montebello.k12.ca.us
Bellflower Unified School District	Ms. Jody Moses, WCCP, ARM President	(714) 620-1336

Professional Fees

We propose the annual fixed fees in the table below.

Project	Annual Fixed Fees
Actuarial Study	\$3,950

The proposed fixed fees include telephone, postage and photocopying expenses. An invoice for the actuarial study will be submitted when the draft report is completed and is due upon presentation.

Duration

AON's services for this proposal begin on January 1, 2021 and end on June 30, 2021. The contract may be extended beyond the duration noted with formal written approval amending this contract. Services may not begin nor payment authorized prior to execution of this proposal by an authorized signatory of the Client.

Payment

AON will invoice the Client at project completion.

Project Risks

AON believes several risk factors exist that could materially affect timelines for deliverables or AON's ability to develop the analysis proposed herein. These include, but are not limited to:

- Lack of availability of key project personnel
- Misunderstanding of scope definition and success criteria
- Delays in providing information required for the proposed analysis (if any additional information not already held by AON is required)
- Changes in project scope, which can be made with a Change in Project Scope document agreed to by both Client and AON – AON notes that changes in project scope could potentially affect the engagement fee

In the event the project is cancelled by the Client prior to the project start date, AON reserves the right to charge for project start-up costs incurred.

Representations and Warranties

AON represents and warrants to Client that:

AON is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of Illinois, and AON has the full and unrestricted power and authority to execute, deliver and perform this proposal and such execution, delivery and performance have been duly authorized by all necessary action on the part of AON and the proposal, when executed and delivered by AON in accordance with the provisions hereof, will be a legal, valid and binding obligation of AON, enforceable against AON in accordance with its terms;

AON's execution and performance of this proposal or any Schedule shall not constitute a breach or default under any contract, instrument or agreement to which AON is a party or by which AON is bound and shall not violate or interfere with the rights of any other party;

The Services performed and the Deliverables tendered hereunder shall be of professional quality, conforming to generally accepted industry standards and practices for similar services and deliverables. The Services as delivered to Client will not infringe on any copyright, patent, trade secret, or other proprietary right held by any third party. THIS WARRANTY SHALL BE IN LIEU OF AND EXCLUDES ALL OTHER IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE;

The Services to be provided by AON are not of a legal nature, and AON shall in no event give, or be required to give, any legal opinion or provided any legal representation to Client. Aon recommends that Client seek the review of the Client's legal or tax advisors before taking action based upon AON's statements.

The Services will be performed only by AON and its bona fide employees, unless and to the extent Client has given its written consent to the subcontracting of any portion of the Services.

The Services will be performed in strict accordance with the requirements of this proposal, applicable professional standards and laws.

AON is not debarred, proposed for debarment, suspended or otherwise ineligible for participation in any federal procurement or non-procurement transaction.

Relationship

Consultant's employees assigned to perform Services hereunder shall be and remain employees of Consultant whether Services are performed at Consultant's facilities or Client's facilities and shall not for any purpose be considered Client's employees. Consultant shall be solely responsible for the payment of salaries and all matters relating thereto, including the withholding and/or payment of all payroll taxes, workmen's compensation, unemployment compensation, public liability, insurance-related benefits, vacation pay, holiday pay and all such additional legal requirements applicable to Consultant's employees.

Consultant's relationship to Client hereunder is one of independent contractor and nothing contained in this proposal or any Schedule shall be construed to imply that Consultant or any of Consultant's officers, employees or agents is an employee or agent of Client for any purpose. Consultant shall have no right, power or authority to create any obligation, expressed or implied, or to make any representation on behalf of Client, except as may be expressly authorized from time to time by Client in writing and then only to the extent of such authorization. Nothing herein is to imply an agency, joint venture or partner relationship between the parties.

Confidentiality

"Confidential Information" shall mean various trade secrets and confidential information of Client and/or a third party who has provided such information to Client, including, but not limited to any process, system, formula, pattern, model, device, compilation, or other information, information concerning manufacturing methods, operational methods, business and technology plans, distribution strategies, sales, costs, pricing, marketing, customers, the terms and conditions of this proposal, and research and development of Client or any information that Client deems to be confidential to its business unless same: (i) was already in AON's possession prior to its receipt from Client without restriction on its use or disclosure; (ii) is or becomes available to the general public through no act or fault of AON; or (iii) is rightfully disclosed to AON by a third party, and to the best of AON's knowledge, without restriction on its use or disclosure; or (iv) is demanded by any state or federal government agency or by court order provided that Client receives prior written notice of such disclosure.

AON will honor confidentiality regarding any data Client provides to AON during this engagement as well as any analysis conducted or conclusions derived from such data. Except as required by the Scope of Work, no Client-identifiable data shall be shared with parties other than AON or Client unless Client provides consent, which consent needs to be provided on a case-by-case basis, or compliance with any validly issued subpoena or court order is required. In turn, the techniques utilized and results produced by AON will not be shared by Client with any other party that could utilize the information to gain a competitive advantage against AON. AON will be responsible for any breach of these obligations by its employees or agents. AON agrees to take all necessary steps to protect any Confidential Information with the same degree of care that AON uses to protect its own confidential and proprietary information of like kind, but in no event less than a reasonable degree of care.

Upon any expiration or termination of this proposal and upon Client's written request, AON will promptly return to Client or destroy the originals and all copies of all Confidential Information (which destruction shall include, without limitation, the process of expunging, to the extent reasonably practicable, all such Confidential Information from any computer, hard drive, word processor, server, backup tape, or other electronic device containing such Confidential Information), as well as any equipment or other items, furnished by Client to AON. Notwithstanding the foregoing, AON may retain one archival copy of the Confidential Information in its confidential files for the purpose of complying with applicable laws or established company procedure regarding the preservation of business records.

AON gathers data containing information about our customers. This information may be shared among AON affiliated businesses. In addition to being used to provide services to AON customers, the information may be used for

business administration, business reporting, statistical analysis, marketing of AON products or services and providing consulting or other services to companies for which AON or its affiliates may receive remuneration. AON takes appropriate measures to protect the privacy and confidentiality of our AON customers as well as to comply with applicable laws and regulations. AON may use or disclose information about our customers if we are required to do so by law, AON policy, pursuant to legal process or in response to a request from law enforcement authorities or other government officials.

Due to the global nature of services provided by AON, the information/data you provide may be transmitted, used, stored and otherwise processed outside of the country where you submitted that information. If you have questions about AON data processing, please contact your AON consultant.

The requirements of this Confidentiality provision shall survive the termination of this proposal.

Client Responsibility

AON and Client acknowledge that the reliability of our services depends upon the accuracy and completeness of the data supplied to AON. Client accepts sole responsibility for errors or delays in services solely resulting from inaccurate or incomplete data supplied to AON, and acknowledges and agrees that any additional services thereby necessitated will result in additional fees payable by Client to AON. AON must receive promptly the information to deliver the Services as well as the Client's prompt updates to any information where there has been a material change which may affect the scope or delivery of the Services, such as a change in the nature of the Client's products or equipment, systems, and/or processes that are the focus of AON's service(s).

Client agrees to provide its project data in the form agreed upon. Client understands and agrees that if data is submitted in a form other than agreed upon, Client shall pay AON, in addition to the fees set forth in the proposal the reasonable expenses incurred to merge/convert the data to the agreed upon form so long as AON has informed Client of such additional expenses and Client has consented in writing to those additional expenses prior to AON incurring such.

Limitation of Liability

Both parties further agree that AON and its personnel shall be released to the fullest extent permitted by applicable law from any and all claims, liabilities, costs and expenses attributable to any knowing misrepresentation by Client, its directors, its officers and/or its employees except for claims attributable solely to the negligence of AON. In no event shall AON be liable to the Client, whether in tort (including negligence), contract or otherwise for any amount, in the aggregate, in excess of three times the total fees paid by the Client under this proposal, except to the extent fully and finally determined by a court of competent jurisdiction to have resulted from the willful misconduct or fraudulent behavior of AON, and neither AON nor Client shall be liable to the other for any consequential, indirect, lost profit, lost opportunity or similar damages relating to AON's services provided under this proposal.

This Liability Limitation shall apply to the Client and extend to the Client's parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents (hereinafter, each a "Client Group Member" and together, "Client Group") wherever located that seek to assert claims against AON, and its parent(s), affiliates, subsidiaries and their respective directors, officers, employees and agents (each an "Aon Group Member" and together, "Aon Group"). Nothing in this Liability Limitation section implies that any Aon Group Member owes or accepts any duty or responsibility to any Client Group Member.

If the Client or any Client Group Member asserts any claims or makes any demands against AON or any Aon Group Member for a total amount in excess of this Liability Limitation, then the Client agrees to indemnify AON for any and all liabilities, costs, damages and expenses, including attorneys' fees, incurred by AON or any Aon Group Member that exceeds this Liability Limitation.

As AON and Client intend the aforementioned limitation of liability clause to be enforceable, they agree that any over breadth in the clause shall not itself render the clause void, but rather, the clause shall be interpreted and enforceable to the fullest extent permitted by the law of the applicable state.

In addition, the Client agrees to indemnify and hold AON, its directors, officers and employees, harmless from and against any and all claims, suits, and demands, and the liabilities, costs and expenses resulting therefrom ("Claims"), that AON may incur relating to the Services under this proposal, except to the extent such Claims are fully and finally determined by a court of competent jurisdiction to have resulted from willful misconduct or fraudulent acts or omissions of AON in connection with such services.

No Solicitation

The parties agree that during the term of each Schedule issued pursuant to this proposal and for a period of one (1) year after the termination of each such Schedule, neither party shall directly or indirectly solicit for employment, without the permission of the other party, any person employed then or within the preceding one (1) year if such person performed the Services under such Schedule; provided that, (a) general solicitations of employment for employees published in a journal, newspaper or other publication of general circulation and not directed specifically toward one or more employees of the other party and any resulting offer to hire shall not be deemed to be in violation of this Section, and (b) this Section shall not prevent a party from offering to employ or employing any employees of the other party who contacts the hiring party on his or her own initiative with no direct or indirect encouragement by the hiring party.

Termination

At any time, the parties may terminate the Services under this proposal or under any Schedule by giving the other thirty (30) days written notice, in which event Consultant shall be reimbursed for Services performed prior to the effective date of such termination.

Either party may terminate this proposal by written notice to the other party if the other party (i) breaches or is in default of any material obligation under this proposal which default is incapable of cure or which, being capable of cure, has not been cured with ten (10) days after receipt of notice of such default or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition for protection under bankruptcy or insolvency law, or has wound up or liquidated its business.

Provisions of this proposal which by their express terms extend beyond expiration or termination or which by their nature so extend to give effect to their meaning will survive and continue in full force and effect after any expiration or termination of this proposal.

Force Majeure

The performance by either party or their approved subcontractors hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, but not due to any act of the party claiming the force majeure event, new governmental laws, regulation or orders, acts or inaction of the other party, or any other cause beyond the reasonable control of a party.

In the event of any such delay, the times for performance will be extended accordingly for additional period(s) of delay. In the event, however that any such delay lasts for a period of forty-five (45) days, then either party may terminate this proposal immediately. In the event of such non-performance, the party which was delayed in its performance shall make reasonable efforts to promptly resume its performance hereunder.

Ownership

All data supplied by Client shall be and remain at all times the sole and exclusive property of Client.

AON will provide the Client with a report and/or certain other tangible items specified as deliverables ("Deliverables"), set forth in the "Scope of Services" section of the attached Proposal. The Deliverables, upon full and final payment to AON, shall become the property of the Client, except that AON owns or has rights to all products, processes, concepts, know-how, techniques, software, and methodology used, and records created or maintained, (collectively "Prior Works") for the production of the Deliverables, and Client shall gain no rights in or to them. To the extent that any Prior Works are contained in the Deliverables, AON hereby grants the Client, upon full and final payment to AON, a royalty-free, fully paid-up, worldwide, non-exclusive license to use such Prior Works in connection with the Deliverables.

Services and Deliverables are for the exclusive use of Client and are not to be relied upon by third parties.

Client acknowledges and agrees that AON is in the business of providing consulting services to clients utilizing AON's Prior Works, and nothing contained herein shall prohibit AON from using any of AON's general knowledge or knowledge acquired under this proposal to perform similar services for others.

Miscellaneous

Should any provisions of this proposal be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. Consultant shall not assign, delegate, convey, encumber or otherwise dispose of this proposal or any rights or obligations hereunder without the prior express written consent of Client. This proposal is fully assignable by Client and shall inure to the benefit of any assignee or other legal successor in interest of Client herein.

Each party agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this proposal or any services provided to the Client by Consultant or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

This proposal shall be binding upon the successors, and/or legal representatives of the parties.

Entire Proposal

This proposal contains the entire understanding and agreement between the parties with respect to the subject matter described herein and supersedes and replaces all prior and contemporaneous agreements, whether written or oral, as to such subject matter. This proposal may be modified only by a written agreement signed by both parties. This proposal shall be governed by and construed in accordance with the laws of the State without regard for its conflicts of law rules.


Proposal Acceptance

By executing this proposal, the Client has read all of the terms and conditions stated herein and fully understands their contents. The execution of this proposal confirms the Client's understanding and acceptance of those terms.


The signing of this proposal by an authorized signatory of the Client indicates that the Client hereby authorizes AON to proceed with the services as described herein. This document should be returned to Ziruo Wang.

This proposal is valid until May 31, 2021

	Client	AON
Signature:		<i>Mujtaba Datto</i>
Printed Name:	Christina Aragon	Mujtaba Datto
Title:	Associate Superintendent, Business Services	Actuarial Practice Leader
Date:	February 10, 2021	12/20/2021

II. 35. RATIFY Agreement #2021-0101 with Turner Consulting and Actuarial LLC to provide actuarial services related to the District's self-funded health plan from January 1, 2021 through December 31, 2021. 

Supporting Documents

 2021.01.05 TC Downey Actuarial Agreement 2021



David E. Turner, FSA

3000-F Danville Blvd., #156, Alamo CA 94507
Phone/fax toll-free: (877) 496-1782
dturner@tcbenefits.com www.tcbenefits.com

January 5, 2021

Mr. Michael Martinez
Downey School District
11627 Brookshire Ave.
Downey, CA 90241

RE: Self-Funded Actuarial Support – Agreement #2021-0101

Dear Michael:

Thank you for considering Turner Consulting for actuarial services to the Downey School District's self-funded health plan. This proposal will address the scope of services and fees.

Scope of Services - Actuarial Rate/Reserve Calculations ("AB 1200")

Turner Consulting will perform the following activities for the medical/Rx, dental, and vision plans:

- Understand the client's current self-funded program structure, plan designs, rates, and objectives
- Review claim and enrollment history to determine cost patterns
- Produce one annual actuarial reporting detailing recommended rates and IBNR reserves
- Illustrate recommended claim fluctuation margin options for program risk management (e.g., 80%-95% Confidence Level funding that claims will not exceed revenue + margin in a given year)
- Participate in a conference call to present results as needed (we are able to attend an onsite meeting upon request for an additional cost noted in the fee section).

Actuarial Process and Transparency

Turner Consulting believes in a transparent rate and reserve setting process. This helps generate “buy-in” from all parties, including the client, broker, TPA, bargained groups, and plan participants. To support this transparency, we illustrate all calculations in detail so that all interested parties have a clear understanding of the underlying actuarial methods.

Our actuarial process for rate and reserve development includes the following steps:

- Review 12-36 months of claim experience, enrollment history, and demographics
- Evaluate the volatility of various self-funded issues, such as weighting prior years’ data, analyzing the impact of high/low claim months on projections, considering large claim timing, case-specific trend (inflation) vs. industry trend factors, etc.
- Develop IBNR reserves, using claim lag reports and proprietary completion factor models
- Identify margin amounts to protect against random claim fluctuation, including 95% confidence levels that claims will not exceed premium plus margin in any given year
- Provide reasonable ranges for actuarial assumptions (trend factors, expenses, margin, etc.) and solicit your input/agreement on all assumptions
- Include self-funded administration fees
- Include self-funded reinsurance (stoploss) fees
- Compare total projected costs (and potential variance) to current self-funding rates in order to recommend a percent change from current rates
- Review budget and unrestricted financial reserves (non-IBNR) for appropriateness
- Establish baseline overall program renewal rates
- Draft an annual actuarial report detailing rates, reserves, margins, etc.
- Present results.

Excluded Services

The proposed work does not include:

- Significant data reconciliation, manipulation, programming, sorting, etc. to format data into a usable resource for performing our duties under this agreement
- Filing of governmental forms or other documents, except for providing our standard actuarial report.

Fees

Fixed Fee: For Actuarial Rate/Reserve Calculations, fees will be \$6,000. Travel expenses, if any, will be billed at cost in addition to the above fees.

Additional Fees: Additional services, including work beyond those activities listed in the scope of services, will be billed at \$300/hr. Onsite meetings will require a minimum charge of \$1,500/day (5 hours).

We provide a monthly invoice from Turner Consulting that is payable within 30 days.

Term of Agreement

This agreement begins on January 1, 2021. This agreement is automatically renewable each year unless terminated in writing by either party.

Termination Provision

This agreement may be terminated by either party with 90 days written notice.

Fees Upon Termination

In the event of termination, Client agrees to pay the unpaid balance due for work performed at standard rates of \$300/hr.

Thank you for considering Turner Consulting. We look forward to the opportunity to work with you.

Sincerely,

David E. Turner

David E. Turner, FSA
Manager
TURNER CONSULTING AND ACTUARIAL, LLC

Agreement #2021-0101:

Client


By signature below, we accept the terms of the above engagement letter.

Signature: _____

Name: Christina Aragon

Title: Assoc. Supt. Bus. Svcs.

Date: February 10, 2021

II. 36. APPROVE the Memorandum of Understanding between Pacific Oaks College and Downey Unified School District, effective February 10, 2021 through February 10, 2024. 

Supporting Documents



Pacific Oaks Student Teaching MOU (Signed)

MEMORANDUM OF AGREEMENT
BETWEEN

Pacific Oaks College

AND

Downey Unified School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California (the "College"), and Downey Unified School District located at 11627 Brookshire Avenue, Downey, CA 90241 (the "District").

I. RECITALS

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education; and

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum; and

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its Education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of Education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a directed teaching training program at School District for College's Education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

II. The College and the School District mutually agree:

1. To collaborate to establish the educational objectives for the directed teaching program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the directed teaching program.
2. The College agrees to select and assign students to School District for purposes of directed teaching. Any assignment of a Student Teaching Student to the School District shall be at the discretion of the College. However, School District reserves the right to interview any student selected by the College prior to accepting that student for training in the directed teaching program. Subject to the foregoing, students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by 30 days written notice, with consideration given to the clinical staff and space availability.

3. The School District may, for good cause, refuse to accept or terminate a Directed Teaching Student assigned for placement at the School District.
4. For purposes of this Agreement, Student Teaching means active participation by a Student Teaching Student in the duties and function of classroom teaching under the direct supervision and instruction of employees of the School District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing the employees to serve as classroom teachers in the schools/classrooms in which the directed teaching program is provided.
5. Student Teaching Students shall be students enrolled in College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for directed teaching placement with the School District.
6. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the permission of students must be obtained before student data can be released to anyone.
7. Student Teaching Students will be bound by all applicable Federal, State, and local laws and ordinances concerning the student privacy and the confidentiality of student records.

III. The College agrees:

1. To designate a liaison or coordinator, hereinafter referred to as "Credential Analyst" to administer the College's responsibilities related to the program. At minimum, the College's Fieldwork Supervisor will visit each Student Teaching Student's school site to observe the Student Teacher and provide support to the Student Teacher and Master Teacher as necessary.
2. To assume responsibility for assuring the directed teaching program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.
3. To provide prerequisite coursework, academic instruction and support for Student Teacher enrolled in the program.
4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Credential Analyst, Fieldwork Supervisor, the School District's Supervising Principal, and the School Site Mentor assigned by the School District on items pertinent to teacher education and supervision.
5. To direct the assigned Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.

6. To supply the Assistant Superintendent, Certificated Human Resources at the School District with the appropriate forms to be used in evaluating the performance of the assigned Student Teacher.
7. To require the Student Teacher to provide, prior to the commencement of the Student Teaching assignment, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.
8. Within a reasonable time following the close of each semester, the College will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice to the College for payment, at the rate of \$250.00 for each Student Teacher's Master Teacher after completion of the close of the College's semester. In the event that a Student Teacher's placement is terminated, the Master Teacher shall receive payment from the College, through the District, as though there had been no termination, except that if the Student Teacher is terminated before one half of the semester is completed, the District/Master Teacher shall be paid only one half of the stipend.

IV. The School District agrees:

1. To designate an Assistant Superintendent who will be responsible for organizing and coordinating the planning and implementation of the intern teaching program, and administering School District's responsibilities under this Agreement.
2. To provide student teaching experience for College's Student Teaching Students.
3. To provide the physical facilities and equipment necessary to conduct the directed teaching program.
4. To designate a Master Teacher, mutually agreed upon by the School District and the College, to supervise the practical aspect of the Student Teacher's participation in the directed teaching program and provide support to the Student Teacher as necessary. The Master Teacher must be a professional who is validly credentialed (clear teaching credential with three or more years of teaching experience) by the California Commission on Teacher Credentialing, other than emergency or provisional credential, complete the mentor teacher training approved by the College or show proof of previous training, and must be authorized to serve as a classroom teacher in a school or classroom where directed teaching placement is provided.
5. To advise the College of any changes in personnel, operation or policies that may affect the directed teaching program.
6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's directed teaching program.
7. To provide the assigned Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.

8. To advise the College of any serious deficiency noted in the ability of an assigned Student Teacher to progress toward achievement of the stated objectives of the student teaching program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Credential Analyst to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

V. GENERAL TERMS AND CONDITIONS

1. The Agreement between the College and the School District shall be the governing legal document between the parties.
2. **Non-Discrimination.** Both parties shall comply with all federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation.
3. **Indemnification.** Each party shall defend, indemnify, and hold harmless the other its agents, affiliates, subsidiaries, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of the indemnifying party, its agents, employees, or any tier of that party's subcontractors in the performance of this Agreement. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification.
4. **Insurance.** Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, general liability and professional liability coverage. The School District's general liability insurance shall have minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The College's professional liability insurance shall carry a single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
5. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the School District. Each party shall be solely liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.
6. **Worker's Compensation Insurance.** It is understood and agreed that College's students are not to be considered employees of the College and therefore students are not eligible for workers compensation insurance and the College does not maintain workers compensation insurance for student coverage. Rather, student interns are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program.

Student interns, in consideration of this service are paying for service under their tuition arrangements with the Institution.

7. **Term.** This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This Agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
8. **Effective Date.** The effective date of this Agreement is the date on which the agreement was duly executed.
9. **Termination.** The expectation of all parties is that the Student Teacher will complete the term of this agreement. Termination of this agreement with cause shall be in accordance with the academic policies of the qualifying degree program or the employment or volunteer policies of the School District. Any party may terminate this agreement without cause by giving the other party 30 days' notice of the intention to terminate. Termination of this agreement on the part of the College or School District is separate from termination of the Student Teacher's, Master Teacher's, or either Credential Analyst's employment. It is assumed that if there is an early termination of this agreement on the part of the Student Teacher, the School District or Master Teacher, that such a decision must include consultation with the qualifying degree program.
10. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:


For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Avenue
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu

For District: Downey Unified School District
Attn: Alyda Mir
11627 Brookshire Avenue
Downey, CA 90241
Email: almir@dusd.net
11. **Modification.** This Agreement may be revised or modified only by mutual agreement and written amendment signed by both parties.
12. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.

13. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
14. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties. In addition, this Agreement contains all of the terms and conditions between the parties and may be amended only in a writing signed by each of the parties.
15. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Understanding to be effective as of the day specified below.

<u>Jerell Hill</u>	<u>Jerell Hill</u>	<u>Dean</u>	<u>1/12/2021</u>
College Representative Signature	Printed Name	Title	Date
<u>Alyda R. Mir</u>	<u>Alyda R. Mir</u>	<u>Asst. Supt., HR</u>	<u>2/10/2021</u>
District Representative Signature	Printed Name	Title	Date

II. 37. APPROVE Agreement between the Downey-Montebello SELPA operated by the Downey Unified Administrative Unit and El Rancho USD that requests to utilize the services of the Deaf and Hard of Hearing Program. 

Supporting Documents

 scan0519

Downey-Montebello Special Education Local Plan Area ("SELPA")

**AGREEMENT
FOR**

**DEAF AND HARD OF HEARING SERVICES
SPECIAL EDUCATION**

The Downey-Montebello SELPA is currently operated by the Downey Unified Administrative Unit as a part of the DOWNEY UNIFIED SCHOOL DISTRICT, a public educational agency, located at 11627 Brookshire Ave., Downey, CA 90241. Downey-Montebello SELPA ("SELPA") is located at 9625 Van Ruiten St., Bellflower, CA 90706. Hereinafter, the SELPA, DOWNEY UNIFIED SCHOOL DISTRICT and Downey Unified Administrative Unit are collectively referred to as "DOWNEY UNIFIED SCHOOL DISTRICT."

The El Rancho Unified School District, hereinafter referred to as "District" is located at 9333 Loch Lomond Drive, Pico Rivera, CA 90660.

RECITALS

Students with deafness or hard of hearing have unique needs that require the support of specialized trained and qualified staff. District does not employ all the required staff who have the necessary skills, training, experience, or credentials to support students with needs resulting from deafness or hearing loss.

District requests to utilize the services of the DOWNEY UNIFIED SCHOOL DISTRICT to support meeting the needs of students identified as "Deaf," "Hard of Hearing," or "Deaf-Blind" pursuant to an Individualized Education Program ("IEP"). DOWNEY UNIFIED SCHOOL DISTRICT services are also necessary to support District staff in meeting student needs.

As a result, District and DOWNEY UNIFIED SCHOOL DISTRICT mutually agree as follows:

TERMS OF AGREEMENT

DOWNEY UNIFIED SCHOOL DISTRICT has agreed to perform the work to be done in accordance with the terms and conditions of this Agreement and Exhibit A — Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated by DOWNEY UNIFIED SCHOOL DISTRICT.

1. TERM

This Agreement is effective July 1, 2020 and shall remain in effect through June 30, 2021. The period from July 1 through June 30 is considered the "contract term." This Agreement automatically renews for the following school year as the next contract term unless one of the following conditions is met:

-
- (a) The DOWNEY UNIFIED SCHOOL DISTRICT provides written notice at least 30 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
 - (b) The District provides written notice at least 180 calendar days prior to the new contract term identifying intent to terminate services on the last day of the current term.
 - (c) The parties, through mutual agreement, enter into a revised version of the Agreement.

2. COMPLIANCE WITH SPECIAL EDUCATION LAWS

By signing this Agreement, the District and DOWNEY UNIFIED SCHOOL DISTRICT certify that each will comply with the provisions of state and federal laws and regulations related to and governing special education services including the requirement to utilize appropriate resources of general education prior to referring a student for special education services (see 5 C.C.R. § 3021). Any new laws that may become effective during the period of this Agreement related to special education program delivery shall be incorporated into this Agreement.

3. PAYMENT FOR SERVICES

- (a) The District shall reimburse DOWNEY UNIFIED SCHOOL DISTRICT for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using the annual cost. The first three quarterly invoices will be approximately 30% of the annual cost based on the projected total cost of services. The fourth invoice will be approximately 10% of the projected cost and based on actual expenditures for the year less the amounts invoiced for the first three quarters.
- (b) The District will provide verification of the number of students enrolled on December 1 and April 1 and requiring services per this. If a student is enrolled on December 1 and April 1, the District is responsible for program costs for that student for the full school year. If a student is enrolled on only one of the two verified dates (either December 1 or April 1), the District will be responsible for program costs for the student for half of the school year only. To determine the "annual cost," billing will be projected based on the services required pursuant to the Student's Individualized Education Program ("IEP") and not adjusted based on the Student's actual days of attendance.
 - 1. If a student is withdrawn from school with prior notice or with withdrawn from special education services, the District agrees to notify the DOWNEY UNIFIED SCHOOL DISTRICT in writing of this removal of the student within five (5) business days. Absent an agreement otherwise, services to the student will cease.
- (c) The District will be billed approximately 30% of the projected annual costs three times per year and approximately 10% one time per year. This billing will occur on or about August 31, November 30, February 28, and the close

of the fiscal year. Payment is due to the DOWNEY UNIFIED SCHOOL DISTRICT within thirty (30) calendar days of the invoice date. Given public policy considerations ensuring "prompt payment," absent a written agreement or waiver, failure to pay in a timely manner will result in a late payment assessment in an amount not to exceed 10%.

- (d) The fourth quarter invoice will be adjusted to account for "actual costs." This invoice may be adjusted down if enrollment/need for services decreases during the year because of changes to a Student's IEP or a Student's disenrollment from the District. Alternatively, this invoice may be adjusted up if enrollment/need for services increases during the year because of changes to a Student's IEP, a Student's enrollment in the District, or other needs.

4. INDEMNIFICATION

- (a) District agrees to defend, indemnify, save, and hold harmless DOWNEY UNIFIED SCHOOL DISTRICT from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of DOWNEY UNIFIED SCHOOL DISTRICT. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
- (b) DOWNEY UNIFIED SCHOOL DISTRICT agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District and DOWNEY UNIFIED SCHOOL DISTRICT agree to maintain such insurance as required by law and by DOWNEY UNIFIED SCHOOL DISTRICT contracting requirements. These include, but are not limited to general liability, property damage, workers' compensation, automobile insurance, and sexual molestation/misconduct insurance in amounts to be determined by DOWNEY UNIFIED SCHOOL DISTRICT.

6. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

DOWNEY UNIFIED SCHOOL DISTRICT:

Contracts Section
DOWNEY UNIFIED SCHOOL DISTRICT
Downey Unified Administrative Unit, 11627 Brookshire Ave.,
Downey, CA 90241
Downey-Montebello SELPA, 9625 Van Ruiten St., Bellflower, CA 90706

District:
El Rancho Unified School District
9333 Loch Lomond Drive
Pico Rivera, CA 90660

7. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District shall fully comply with the provisions of the Education Code Section 45125.1.

8. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to, nor shall be construed to, create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is not an officer, employee or agent of DOWNEY UNIFIED SCHOOL DISTRICT. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of DOWNEY UNIFIED SCHOOL DISTRICT. Similarly, the DOWNEY UNIFIED SCHOOL DISTRICT employees performing work under the contract are not employees of the District.

District warrants its compliance with the criteria established by the U.S. Internal Revenue Service and the California Employment Development Department for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the

transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written.

10. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

11. SEVERABILITY / WAIVER

- a. If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.
- b. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

12. AMENDMENTS

The Contract shall not be modified or amended except in the form of a written amendment to the Contract that is signed and executed by both parties.

13. TERMINATION

- a. The Contract may be terminated at any time during the contract term with or without cause by DOWNEY UNIFIED SCHOOL DISTRICT upon written notification to the District.
- b. Services provided by this Contract may not be terminated without cause by the District. The District shall fund services at the proposed annual rate for the duration of the contract year as adjusted by the specific terms of the contract. The District may not cancel services, during the agreement term, to hire its own service providers or engage in a contract with a third party, and such will not constitute "cause" for termination of this Contract.
- c. In the event the District wishes to terminate this agreement for what it believes is "cause," the District must provide 30-day written notice to the DOWNEY UNIFIED SCHOOL DISTRICT and must agree to attend an informal resolution meeting in an attempt to resolve the disagreement. In the event the disagreement cannot be resolved in this informal meeting, the parties agree the District can terminate this agreement with cause, with termination to be accepted on the day prior to the first day of the *next* billing quarter.

14. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, DOWNEY UNIFIED SCHOOL DISTRICT, shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

15. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this Contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

16. COMPLIANCE WITH LAW

In performing this Contract, District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures, including but not limited to the Family Educational Rights and Privacy Act (Education Code Section 49073, et seq.). District warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by DOWNEY UNIFIED SCHOOL DISTRICT, provide evidence of same.

17. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

18. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this

Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

19. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

20. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

21. RECORD RETENTION AND INSPECTION

DOWNEY UNIFIED SCHOOL DISTRICT shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to DOWNEY UNIFIED SCHOOL DISTRICT during the entire term of this Contract and for a period not less than five (5) years after final payment for services rendered by DOWNEY UNIFIED SCHOOL DISTRICT.

22. NO THIRD PARTY BENEFICIARIES

The execution and delivery of this Contract shall not be deemed to confer any rights or benefits upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

23. DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of DOWNEY UNIFIED SCHOOL DISTRICT'S financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to DOWNEY UNIFIED SCHOOL DISTRICT under this agreement, and DOWNEY UNIFIED SCHOOL DISTRICT shall not be obligated to perform any provisions of this Contract.

In such instances, particularly when partial funding remains available, DOWNEY UNIFIED SCHOOL DISTRICT shall have the option to either terminate this Contract with no liability occurring to DOWNEY UNIFIED SCHOOL DISTRICT, or DOWNEY UNIFIED SCHOOL DISTRICT may offer an amendment to this Contract to reflect the reduced availability of funds.

24. NON-DISCRIMINATION AND NON-SEGREGATION

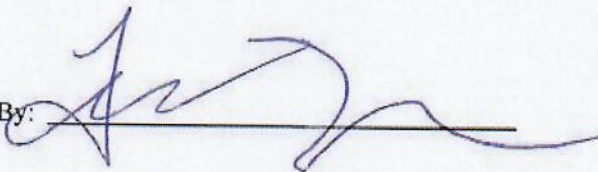
During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination

in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

25. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This Contract may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

Dated: 1-20-21

By: 

EL RANCHO UNIFIED SCHOOL DISTRICT
Superintendent

Dated: _____

By: _____

DOWNEY UNIFIED SCHOOL DISTRICT
Christina Aragon
Associate Superintendent
Business Services

Fed. Tax I.D.

**EXHIBIT A
SCOPE OF WORK**

Scope of Work (Deaf and Hard of Hearing Services)

1. Responsibilities of the DOWNEY UNIFIED SCHOOL DISTRICT

- (a) The DOWNEY UNIFIED SCHOOL DISTRICT is responsible for providing Deaf/Hard of Hearing ("DHH") services through Itinerant and Special Day Class programs. The Special Day Class program is currently located at Larson East.
- (b) Itinerant Services: Specific services and support provided via an itinerant model include but are not limited to:
 - 1. Conduct evaluations specifically related to students' DHH goals and objectives
 - 2. Provide DHH services according to the student's Individualized Education Program ("IEP").
 - 3. Develop and maintain compliant IEP goals specific to DHH services.
 - 4. Develop and document DHH related present levels of performance, document needed DHH related classroom and testing accommodations and modifications within the IEP.
 - 5. Implement interventions based on a student's DHH assessment and evaluation.
 - 6. Provide specialist support options to enable students with hearing loss equity of access to the curriculum. Provide training and in-service support to educate staff on use of FM systems.
 - 7. Promote language development by providing a range of communication modes and strategies.
 - 8. Instruct the student and staff on the use and care of hearing and hearing equipment.
 - 9. Collaborate with staff and family.
 - 10. Monitor student audiological needs.
 - 11. Assist in the assessment and acquisition of hearing equipment.
 - 12. Support communication and linguistic development and spoken and/or sign language.
 - 13. Assessing audiological implication related to speech and language development.
 - 14. Promote a proactive partnership with the student to develop self-esteem and encourage positive attitudes toward learning.
 - 15. Attendance and participation at annual and triennial IEP team meetings as the DHH provider.
 - 16. Establish and communicate clear lesson and intervention purpose.
- (c) DHH Special Day Classrooms: Specific services and support provided via a classroom model include but are not limited to:
 - 1. Provide food services to students attending or enrolled in the DHH classrooms located at SELACO Regionalized Programs.
 - 2. Conduct evaluations specifically related to DHH goals and objectives.
 - 3. Conduct triennial assessments for students with DHH disabilities who are eligible under this agreement.
 - 4. Develop, implement and adjust appropriate programming that provides access to a student's Least Restrictive Environment.


5. Provide interventions and systematic, purposeful instruction at student's instructional level and focusing on transition goals, linking District initiatives and Grade Level Expectations to IEPs.
6. Implement interventions based on student assessments and evaluations.
7. Attend and participate in students' annual and triennial IEP team meetings.
8. Conduct and complete annual and triennial IEPs for students enrolled or attending the classroom.
9. Conduct triennial assessments to establish ongoing special education eligibility in the areas of psychological evaluations, speech and language evaluations, and academic testing.

(d) In providing these services, DOWNEY UNIFIED SCHOOL DISTRICT may utilize existing staff, new staff, and/or contracted agencies and staff.

2. Responsibilities of the District

- (a) The District is responsible for implementing provisions of state and federal laws and regulations, related to special education for students with disabilities within their respective jurisdictional boundaries. Such responsibilities shall include, but are not limited to, child find, initial assessment and determination of eligibility, provision of free appropriate public education, reassessment and attendance at students' IEP meetings.
- (b) The District retains the ultimate authority and responsibility for the provision of education and related services to their respective students with disabilities regardless of who provides the program and services. The Districts also retains ultimate responsibility for the costs related to defending and/or initiating local state compliance complaints, United States Department of Education Office for Civil Rights complaint, and/or due process proceedings.
- (c) The District is responsible for the following:
 1. Conducting an initial assessment to identify special education eligibility, programs, and services for individuals with a suspected disability of Deafness, Hearing Impairment, and Deaf-Blindness who reside within the District of Residence, and may be eligible for services under this Agreement.
 2. Conducting a triennial assessment to establish ongoing special education eligibility, and necessary programs, and services for individuals receiving services under this Agreement.
 3. Arranging and providing transportation for students who are receiving supports and services under this Agreement.
 4. Providing for the coordination of non-public school services, search and serve services, complaint and due process services, and other related services as determined within the area not covered by this Agreement for students who are receiving supports and services under this Agreement.

-
5. The District retains ultimate authority and responsibility for the provision of educational programs and services to its students without regard to which agency or district provides the programs and services.
 6. Within five (5) school days from the date the District becomes aware of a student's change in responsible Local Educational Agency (change of District of Residence), the District will notify DOWNEY UNIFIED SCHOOL DISTRICT and the Student's District of Residence. Absent an agreement otherwise, services to the student will cease.
 7. District will be responsible for providing transportation services.
- (d) The District of residence is responsible for completing and implementing all elements of the IEP that do not specifically pertain to DHH services (as outlined in Section 1, above).
- (e) The District agrees to make available to DOWNEY UNIFIED SCHOOL DISTRICT any and all student records DOWNEY UNIFIED SCHOOL DISTRICT deems necessary to carry out the terms of this Agreement. This includes, but is not limited to, student cumulative files, IEP documents, and all related special education paperwork.

II. 38. RATIFY the Memorandum of Understanding with the City of Downey for the After School Program for Information Recreation and Education (ASPIRE) Program from July 1, 2020 through June 30, 2021. 

Supporting Documents



Final 2020-21 Downey USD City of Downey ASPIRE Agreement 1-25-2021

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE DOWNEY UNIFIED SCHOOL DISTRICT AND
THE CITY OF DOWNEY FOR THE
AFTER SCHOOL PROGRAM FOR INFORMATION RECREATION AND EDUCATION
(ASPIRE) PROGRAM**

This Memorandum of Understanding (MOU) is entered into by the Downey Unified School District (DUSD) and the City of Downey (CITY) each referred to as the "Party" or collectively referred to herein as the "Parties" on this 25th day of January, 2021 for the development and administration of the ASPIRE (After School Program for Information Recreation and Education) Program ("ASPIRE"). The Parties to this MOU do hereby mutually agree to the following:

The DUSD agrees to:

1. Assist with trainings of CITY staff as requested and share with the CITY, information from DUSD trainings when applicable.
2. Be the financial agent for the grant funds. Submit quarterly reports, budget, and budget revisions to the State ASSIST system.
3. Assign staff to serve as liaison between DUSD and the CITY's ASPIRE staff.
4. DUSD liaison to meet with CITY liaison on a quarterly basis and as needed. Liaison to provide input for the required ASPIRE Program Plan due every two years (an electronic version is typically due in November and a hard copy version with wet signatures is typically due in January).
5. Allocate twelve (12) appropriate school facilities for ASPIRE, including one classroom per group as well as storage area, cafeteria, playground, field, and restroom access. If an ASPIRE facility needs to be used by DUSD or a permit applicant, then CITY will be assigned to a comparable alternative space. During distance-based learning, provide a space on campus for ASPIRE staff to have the ability to Zoom for virtual ASPIRE.
6. Provide Wi-Fi connections and access to computer labs. During distance-based learning, provide communication between DUSD Technology Department and the CITY. Provide Wi-Fi access to CITY staff's location on campus and Wi-Fi guest password. DUSD is available during business hours for technology help questions and support.
7. Assign principals to provide supervision, monitor and work closely with ASPIRE at their site. Principals will meet with Site Directors and Program Coordinators formally at the beginning and end of the school year, as well as informally on a monthly basis with the Principal or Principal's designated administration.

- Principals or the District nurse should communicate to the CITY if a CITY staff on campus, had contact with a DUSD staff that received a positive COVID result.
8. Principals to share with their staff and encourage attendance at the ASPIRE Open Houses and special events, completion of an annual ASPIRE survey, and sharing of the ASPIRE newsletter.
 9. Provide daily nutritional snack following the California State Snack Standards when students are on campus for the ASPIRE program.
 10. Provide a DUSD staff member to compile the data required for the State's Outcome Based Data Evaluation, typically due in September.
 11. Participate in the Assess, Plan, and Improvement stages of the Department of Education's Quality Improvement Process for Expanded Learning.
 12. Reimburse the CITY on a quarterly basis with the funds received from the grant, not to exceed the grant award of \$1,901,134.20 for the 2020-21 fiscal year. Reductions can be made if attendance numbers are not met or for restructuring of DUSD schools.
 13. Provide basic janitorial support which includes but is not limited to: bathroom supplies, cleaning of ASPIRE Facilities, and on-call custodian when necessary for repairs, clean-up of a spill, or clean-up of student bodily fluids. Provide additional sanitation of an area if it has been deemed an area where a possible COVID-19 positive DUSD or CITY staff was located on DUSD campus.
 14. Assist the CITY with obtaining storage space (up to 880 sq. ft. of space) on DUSD property mutually acceptable to the Parties for the storage of student files and other related documents. The CITY as grantee of the grant funds is required to keep student files for 5 years before destroying per the grant.
 15. Schools that host the ASPIRE program will include the ASPIRE program in the Emergency Operation Plan (EOP) and will communicate emergencies while school is still in operation and ASPIRE is on campus.
 16. Share and communicate with the CITY the receipt of the grant award letter, typically in September and scheduled Federal Program Monitoring (FPM) for Before and After School Programs (BASP).

The CITY agrees to:

1. Oversee ASPIRE and provide expanded learning activities within ASPIRE. During distance-based learning, provide expanded learning activities in a distance-based format. Provide virtual activities, homework assistance, and focus on social emotional learning.
2. Provide ongoing training of up to 175 ASPIRE staff each school year. CITY to share with DUSD the information from CITY trainings when applicable.

3. Establish and implement the recruitment and hiring procedure for all ASPIRE staff. CITY staff will advertise open positions, participate in job fairs, review applications, conduct testing and interviews, conduct onboarding and training, provide shadow/mentorship training, and ongoing supervision and training for ASPIRE staff. CITY staff will also monitor staff hours against weekly and annual limits, review staff schedules and hours, and submit timecards for payroll processing.
4. Assign a CITY ASPIRE staff to serve as a liaison between the CITY and DUSD.
5. CITY liaison to meet with DUSD liaison on a quarterly basis and as needed. Liaison to provide input on the required ASPIRE Program Plan due every two years (an electronic version is typically due in November and a hard copy version with wet signatures is typically due in January). The CITY will collect after school program approval signatures from the principals and superintendent.
6. Participate in Assess, Plan, and Improvement stages of the Department of Education's Quality Improvement Process for Expanded Learning.
7. Manage the student enrollment process through re-enrollment, open enrollment, and waitlist.
8. Site Directors and Program Coordinators to meet with each principal of the school site hosting ASPIRE, formally at the beginning and end of the school year, as well as informally on a monthly basis with the principals or principal's designee.
9. Communicate to the principal via phone or email of major incidents with students and parents, as well as 911 calls. This includes but is not limited to: student injuries where 911 was called; a student making a threat to themselves or others; or if something on campus was damaged beyond repair. Communicate with the principal, district liaison, and district nurse when there is staff with a positive COVID-19 test result that has been on campus. Share the locations they were on DUSD campus, and any potential interaction with DUSD staff. CITY staff will follow reporting guidelines for Los Angeles county, "Day care for school aged children" and the CITY will follow all State and County required COVID-19 regulations.
10. Track student attendance in ASPIRE and report and submit bi-annually to the State's online ASSIST system. Submit any attendance revisions and prepare for the DUSD attendance audit. Annually purge ASPIRE program and related documents that are stored on DUSD property, having all records purged 5 years after the last contract term or longer, if CITY's records retention and destruction policy requires retention beyond 5 years.

TERM:

This Memorandum of Understanding applies to all twelve (12) ASPIRE sites and shall be effective from July 1, 2020 – June 30, 2021. Should this MOU require modification, such changes shall be made by mutual agreement signed by both Parties. This MOU may be terminated by either party upon thirty (30) days' prior written notice.

INDEMNIFICATION:

DUSD shall defend, indemnify, hold free and harmless CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the alleged acts, errors or omissions of DUSD, its officials, employees and/or authorized subcontractors and volunteers, whether intentional or negligent, in connection with or arising from this MOU.

CITY shall defend, indemnify, hold free and harmless DUSD, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless DUSD, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the alleged acts, errors or omissions of CITY, its officials, employees and/or authorized subcontractors and volunteers, whether intentional or negligent, in connection with or arising from this MOU.

The CITY will be responsible to fully comply with the provisions of the Education Code Section 45125.1 for their employees, volunteers, and contractors who have contact with DUSD students in the performance of this MOU.

INSURANCE:

Additionally, both Parties belong to a risk pool which provides liability coverage at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01);
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Symbol 1 (any auto);
3. Workers' Compensation Insurance as required by the State of California.
4. Employer's Liability Insurance; and,
5. Sexual Abuse or Molestation.

Each Party agrees to maintain insurance coverage at limits no less than:

- a) General Liability:
\$1,000,000 per occurrence for bodily injury, personal and advertising injury and property damage.
 - b) Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage
 - c) Workers' Compensation:
Statutory, as required by the State of California
 - d) Employer's Liability:
\$1,000,000 per accident for bodily injury or disease
 - e) Sexual Abuse or Molestation:
\$3,000,000 Sexual Abuse or Injury Limit Insurance
- DOWNEY UNIFIED SCHOOL DISTRICT:

John A. Garcia, Jr., Ph.D., Superintendent
Downey Unified School District

Date

CITY OF DOWNEY:

Gilbert A. Livas, City Manager


Date

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

II. 39. ACCEPT and APPROVE the use of the PEPPM Technology Bidding and Purchasing Program Bid #529561 with Audio Enhancement, Inc., West Jordan, Utah, for the purchase of Audio Amplification Products by the Downey Unified School District on an as-needed basis, in the anticipated annual amount of \$36,000.00, with no guarantee that this amount will be met or exceeded, to fill orders for items with the same advantages, terms and conditions. 

Supporting Documents



Piggyback Bid for Audio Amplification Products Bid 527029 PEPPM with Audio Enhancement Inc T..

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 THE PURCHASE OF AUDIO AMPLIFICATION PRODUCTS – AUDIO ENHANCEMENT, INC.

ACTION ITEM


Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid for audio amplification products, which was awarded to Audio Enhancement, Inc., West Jordan, Utah, by the PEPPM Technology Bidding and Purchasing Program.

The contract generated from this bid will allow the Downey Unified School District to take advantage of District approved audio amplification products made by Audio Enhancement, Inc. without having to invest in the lengthy and costly process of advertised bidding. Items purchased through this bid will be obtained through a local distributor, Digital Networks Group, Aliso Viejo, as per the terms and conditions of the agreement.

The PEPPM Technology Bidding and Purchasing Program, through the Kern County Superintendent of Schools (awarding agency), has awarded the above referenced bid on May 7, 2019 for the period of May 7, 2019 through December 31, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the PEPPM Technology Bidding and Purchasing Program Bid #529561 with Audio Enhancement, Inc., West Jordan, Utah, for the purchase of Audio Amplification Products by the Downey Unified School District on an as-needed basis, in the anticipated annual amount of \$36,000.00, with no guarantee that this amount will be met or exceeded, to fill orders for items with the same advantages, terms and conditions.

II. 40. AUTHORIZE the solicitation for Requests for Proposal (RFP) #2020/2021-01 for a Campus-Wide Fire Alarm Design at Ward Elementary School, to be charged to Measure O Bond Funds. 

Supporting Documents



Board Authorization to Advertise for RFQP 2020-2021-01 - Construction of New Gymnasium Buil...

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE
CONSTRUCTION OF A NEW GYMNASIUM BUILDING AT STAUFFER
MIDDLE SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for requests for qualifications/proposals (RFQ/P's) from lease-leaseback contractors for preconstruction and lease-leaseback construction services for the construction of a new gymnasium building at Stauffer Middle School.

This request is contingent on the Board of Education's passing of Resolution 202021-08, Adopt a Uniform System of Prequalifying and Rating Prospective Bidders for Certain Construction Projects.


This project will be constructed using the lease-leaseback project delivery method approved for use by the Board of Education at the meeting of September 9, 2019.

The project consists of construction of a new gymnasium building, the demolition of existing portable classroom buildings, and limited site work.

The estimated construction budget for this project is \$9 million.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Request for Qualifications/Proposals (RFQ/P) #2020/2021-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to be charged to Measure O Bond Funds.

II. 41. AUTHORIZE the advertisement for Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds. 

Supporting Documents



Board Authorization to Advertise for Bid #2021-02 - Replace Roofs at R, S, and Y at DHS

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: REPLACEMENT OF ROOFS ON BUILDINGS R, S, AND Y AT DOWNEY
HIGH SCHOOL

ACTION ITEM


Board of Education authorization is requested to advertise for bids for the replacement of the roofs on Buildings R, S, and Y at Downey High School.

The scope of work includes furnishing all labor, materials, equipment and services as may be needed to remove the existing tile roofs on each building and install a new standing seam roof system.

The cost associated with this work is estimated at \$1,000,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #20/21-02, Replacement of Roofs on Buildings R, S, and Y at Downey High School, to be charged to Deferred Maintenance Funds.

II. 42. AUTHORIZE the advertisement for Bid #20/21-03, Replacement of Windows at Rio San Gabriel Elementary School, to be charged to Deferred Maintenance Funds. 

Supporting Documents



Board Authorization to Advertise for Bid #2021-03 - Window Replacement at RSG School - MOT

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: REPLACEMENT OF WINDOWS AT RIO SAN GABRIEL ELEMENTARY
SCHOOL

ACTION ITEM


Board authorization is requested to advertise for bids to remove and replace windows and all existing glazing materials on the east-facing side of eight buildings at Rio San Gabriel Elementary School.

The scope of work for this project includes all work and materials necessary to remove and replace existing windows with a new modern window system on eight classroom buildings.


The estimated cost for this project is \$300,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #20/21-03, Replacement of Windows at Rio San Gabriel Elementary School, to be charged to Deferred Maintenance Funds.

II. 43. AUTHORIZE the advertisement for Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools, to be charged to the Deferred Maintenance Fund. 

Supporting Documents

 scan0520

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 CARPENTER, GALLATIN, PRICE, UNSWORTH AND
WARD ELEMENTARY SCHOOLS

ACTION ITEM


Board authorization is requested to advertise for bids for exterior painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools.

The above referenced school sites are being scheduled as a part of the District's overall deferred maintenance plan to preserve their appearance and maintain a clean and fresh look. The scope of work for this project includes all work, materials and supplies necessary to repaint the above schools.

The estimated cost for this project is \$850,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #20/21-04, Exterior Painting of Carpenter, Gallatin, Price, Unsworth and Ward Elementary Schools, to be charged to the Deferred Maintenance Fund.

II. 44. AUTHORIZE the advertisement of Bid #20/21-05, Asphalt Replacement Work at Lewis, Price, and Rio San Gabriel Elementary Schools, and Warren High School, to be charged to the Deferred Maintenance Fund. 

Supporting Documents



Board Authorization to Advertise for Bid #2021-05 - Asphalt Replacement Work at Lewis, Price an...

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 REPLACEMENT WORK AT LEWIS, PRICE, AND RIO SAN
GABRIEL ELEMENTARY SCHOOLS, AND WARREN HIGH SCHOOL

ACTION ITEM


Board of Education authorization is requested to advertise for bids for asphalt replacement work at Lewis, Price and Rio San Gabriel Elementary Schools, and Warren High School.

Maintenance staff has conducted inspections on school site playground and/or other asphalt covered areas and have concluded that these site areas are in the most urgent need of replacement.

The cost of the above work is estimated at approximately \$750,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #20/21-05, Asphalt Replacement Work at Lewis, Price, and Rio San Gabriel Elementary Schools, and Warren High School, to be charged to the Deferred Maintenance Fund.

II. 45. AUTHORIZE the advertisement for Bid #21/22-01 for the Purchase of Paper Products for the Food Services Department, to be charged to the Food Services Fund. 

Supporting Documents



Board Authorization to Advertise for Bid #21.22-01 - Purchase of Paper Products for the Food Ser...

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: FOOD SERVICE PAPER PRODUCTS


ACTION ITEM

Board of Education authorization is requested to advertise for bids for the purchase of paper products as needed by the Food Services Department for the 2021-22 school year.

Items in this bid will include various types of trays, containers, and other paper products used in the preparation of student meals. The projected annual cost to the district is \$353,000.00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-01 for the Purchase of Paper Products for the Food Services Department, to be charged to the Food Services Fund.

II. 46. APPROVE the increase to Purchase Order #P01-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$23,949.00, to be charged to Measure O Bond Funds. 

Supporting Documents



Change Order No. 5 - PO1-20-358 - Increase to Westberg+White - Sussman MS Modernization - D.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 remove the southeast parking lot from the scope of the project, relocate and resize a storm water mitigation bioswale, modify an existing landscape irrigation system, and remove and replace existing asphalt paving in the north parking lot 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 \$23,949.00.

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 \$23,949.00, to be charged to Measure O Bond Funds.

II. 47. APPROVE the increase to Purchase Order #P01-2*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$10,908.00, to be charged to Measure O Bond Funds. 

Supporting Documents



Change Order No. 4 - PO1-20-358 - Increase to Westberg+White - Sussman MS Modernization - B.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 conversion of an existing restroom in Building N into an ADA accessible restroom 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 \$10,908.00.

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 \$10,908.00, to be charged to Measure O Bond Funds.

II. 48. APPROVE the increase to contract CT-20*018 for additional soils and materials testing services for the Doty Middle School Modernization Project, with MTGL, Inc., Anaheim, in the increased amount of \$180,000.00, to be charged to Measure O Bond Funds. 

Supporting Documents



Increase to CT20-018 - MTGL, Inc. - Soils and Materials Testing at Doty MS - Facilities

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: DOTY MIDDLE SCHOOL MODERNIZATION – SOIL AND MATERIALS TESTING

ACTION ITEM


Board of Education approval is requested to increase contract CT-20*018 for additional soils and materials testing services for the Doty Middle School Modernization project.

The current project budget for this project is \$236,497.00, and this increase will add additional services through the end of June 2021.

The increase associated with this change is \$180,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the increase to contract CT-20*018 for additional soils and materials testing services for the Doty Middle School Modernization Project, with MTGL, Inc., Anaheim, in the increased amount of \$180,000.00, to be charged to Measure O Bond Funds.

II. 49. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-192, for fencing repair work at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$1,480.00, 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



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-192 - Mc.

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: FENCING REPAIR WORK AT WARREN HIGH SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-192 to remove and replace a section of ornamental iron fencing and repair a bottom rail on an existing chain link fence at Warren High 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. 202021-192, for fencing repair work at Warren High School, with McCullah Fence Co., Bell Gardens, in the final amount of \$1,480.00, 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. 50. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-199, to remove and replace a 6" water valve at Downey High School, with Valverde Construction, Inc., Santa Fe Springs, in the final amount of \$9,258.00, 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



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-199 - Va..

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: VALVE REPLACEMENT AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-199 to remove and replace a 6" water valve at Downey High School, which received approval at the meeting of December 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. 202021-199, to remove and replace a 6" water valve at Downey High School, with Valverde Construction, Inc., Santa Fe Springs, in the final amount of \$9,258.00, 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. 51. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-222, installation of new flooring in white classrooms and grey classrooms at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$349,172.63, 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



Agreement for Construction Services (Small Projects) No. 202021-222 - KYA Services, LLC - Stauff..

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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 NEW FLOORING IN WHITE CLASSROOMS AND
GREY CLASSROOMS AT STAUFFER MIDDLE SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-222 for installation of new flooring in white classrooms and grey classrooms at Stauffer Middle School, which received ratification at the meeting of January 12, 2021.

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. 202021-222, installation of new flooring in white classrooms and grey classrooms at Stauffer Middle School, with KYA Services, LLC, Santa Ana, in the final amount of \$349,172.63, 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. 52. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-233, to provide door inspection, troubleshooting, and maintenance services Districtwide, with Miner, LTD, Bellflower, in the final amount of \$2,500.00, 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



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-233 - Mi..

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: ROLL-UP DOOR INSPECTION SERVICES DISTRICTWIDE

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-233 to provide door inspection/troubleshooting/maintenance services throughout the District, which received approval 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. 202021-233, to provide door inspection, troubleshooting, and maintenance services Districtwide, with Miner, LTD, Bellflower, in the final amount of \$2,500.00, 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. 53. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-245 for asbestos abatement services at Williams Elementary School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$26,400.00, 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



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-245 - Qu..

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: ASBESTOS ABATEMENT AT WILLIAMS ELEMENTARY SCHOOL

ACTION ITEM


Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-245 for asbestos abatement services at Williams Elementary School, which received approval at the meeting of January 12, 2021.

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. 202021-245 for asbestos abatement services at Williams Elementary School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$26,400.00, 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.

II. 54. APPROVE Change Order #1 to Purchase Order #P01-21*261 for dumpster roll-off services at the request of the MOT Department with CALMET Services, Inc., Paramount, in the increased amount of \$20,000.00, to be charged to Unrestricted Maintenance Funds. 

Supporting Documents



Change Order No. 1 - CALMET Services - Dumpster Roll-Off Services - PO1-21-261 - MOT

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: CHANGE ORDER FOR ROLL-OFF DUMPSTER SERVICES AT THE
REQUEST OF THE M.O.T. DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO1-21*261 to cover the cost of additional roll-off dumpster services from CALMET Services, Inc., Paramount, as requested by the M.O.T. Department.

The M.O.T. Department submits requests for annual requirements in order to cover the cost of various items, services and agreements as needed throughout the year. Occasionally, it becomes necessary to increase the funding allocated to certain requirements due to unforeseen circumstances and/or additional needs as required.

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 services as needed through the end of the school year.

The above change will increase the value of the Purchase Order from \$40,000.00 to \$60,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO1-21*261 for dumpster roll-off services at the request of the M.O.T. Department with CALMET Services, Inc., Paramount, in the increased amount of \$20,000.00, to be charged to Unrestricted Maintenance Funds.

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

Supporting Documents



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I. CERTIFICATED

A. Employments

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Nieto Viteri, Grace	Teacher Downey Temporary	\$67,393	1/04/21- 6/01/21
Pastor, Lauren	Psychologist Special Education Temporary	\$112,260	1/26/21- 6/01/21
Vera, Jecenia	Librarian Stauffer Temporary	\$67,838	2/02/21- 6/01/21

B. Employments (Temporary)

ADDITIONAL HOURS – District, \$37.30 Per Hour, 2020-21 School Year

Benedic, Angelica

ADDITIONAL SUPPORT – Rio Hondo, \$638.10 Per Diem, 2020-21 School Year

Donahue, Regina

AFTER WORK COMMITTEE MEETING – District, \$37.30 Per Hour, 2020-21 School Year

Johnson, Tami

ALTERNATE ELPAC TESTING TRAINING – District, \$37.30 Per Hour, 2020-21 School Year

Andrew, Charlotte
Balster, Lisa
Benavidez, Hannah
Bland-Reisch, Shelly
Casillas, Rosa
Diioli, Monique

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ALTERNATE ELPAC TESTING TRAINING – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Galan-Zeisel, Rosa
Hill, Teresa
Laemmlen, Amy
Marquez, Irene
Mulligan, Marie Louise
Pacheco, Raelynn
Parra, Marcela
Quimby, Jason
Roddy, Jill
Rojas, Daniel
Stanley, Barak

AP TUTORING/INTERVENTION – Downey, \$37.30 Per Hour, 2020-21 School Year

Armendariz, Cesar
Baca, Teresa
Barbeau, Richere
Broun, Kevin
Carbajal-Guzman, Maribel
Castile, Christopher
Coe, Paul
Crespo, Kelly
De La Torre, Jose
Glasser, Bernard
Hill, Teresa
Hudson, Jennifer
Joest, Julie
Judy, Stephen
Kasner, Debra
Kim, Daniel
Lejano, Charissa
McClain, Danielle
Nastase, Lauren

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AP TUTORING/INTERVENTION – Downey, \$37.30 Per Hour, 2020-21 School Year
(cont.)

Navarro, Ricardo
Nelson, Garr
Nevarez, Robert
Nikaj, Darrelle
Olariu, Corneliu
Puente, Yvette
Ramirez-Silva, Claudia
Roybal, Bonnie
Sanders, Stephen
Vazquez, Joshua
Young, Marlin

AVID ELEVATE XP TRAINING – District, \$37.30 Per Hour, 2020-21 School Year

Betancourt, Marcela
Bhakta, Bageshree
Black, Katie
Bliss, Jennifer
Clarke, Sarah
Cohen, Kristofer
Davilas, Chrysanthi
Dayhoff, Laurie
Deichman, Kyle
Derkum, Michelle
Espina, Marlon
Fisher, Stephanie
Harr, Alyson
Harris, Andrea
Hayes, AndaJo
Hedden, David
Johnson, Nannette
Karout, Sarah
Konoske, Joseph
Lundsberg, Megan
Mack, Deanna

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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AVID ELEVATE XP TRAINING – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Macomber, Andra
Manzanares, Marvin
Michea, Marcela
Neal, Lorraine
Neill, Tyler
Orejel, Edgar
Romero, Julie
Saikali, Rola
Santa Cruz, Juliet
Tse, Paul
Warhurst, Heidi
Wolfe, Jeanetta
Worthy, Jessica

COLLEGE CONSULTING – Downey, \$37.30 Per Hour, 2020-21 School Year

Glasser, Bernard
Neria, Dolores
Nevarez, Robert
Ramirez, Andrea

COVID-19 CONTACT TRACING – District, \$37.30 Per Hour, 2020-21 School Year

Alexander, Sophia

EL COORDINATOR MEETINGS – District, \$37.30 Per Hour, 2020-21 School Year

Balster, Lisa
Brossmer, Esther
Casillas, Rosa
Diioli, Monique
Diulio, Judy
Galan-Zeisel, Rosa
Griffin, Andrea
Guerrero, Annabel

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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EL COORDINATOR MEETINGS – District, \$37.30 Per Hour, 2020-21 School Year
(cont.)

Hauben, Kelly
Hecker, Robert
Hill, Teresa
Kim, Carrie
Kim, Christine
Lopez, Carrie
Molletti-Bovey, Virginia
Ortega, Julia
Quimby, Jason
Reeves, Isela
Ruesga, Alexandra
Rush, Samantha
Stanley, Barak
Zarate, Linda

ELD WORKSHOP – District, \$37.30 Per Hour, 12/07/2020

Alarcon-Davila, Ruth
Alvarez, Jennifer
Ambroff, Amanda
Balster, Lisa
Barclay, Alyssa
Barnes, Lindsay
Barrera, Shirley
Bauer, Liliana
Blazak, Molly
Breit, Susan
Bright, Lisa
Brito, Kristy
Brooks, Kim
Buccola-Webber, Jacqueline
Buenrostro, Marisol
Canlas, Sheila
Carrere, Yvette

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELD WORKSHOP – District, \$37.30 Per Hour, 12/07/2020 (cont.)

Carter, Nicolle
Castellanos, Shirley
Chaidez, Reina
Charlton, Stacie
Cho, Gina
Christian, Carrie-Anne
Cid, Lindsay
Clarke, Jenice
Cook, Nicole
Cox-Nichols, Trisha
Danner, Denise
Doty, Blair
Dubei, Lydia
Dykes, Cynthia
Echeveste, Carol
Edge, Dianne
Eichen, Deena
Fenrich, Colleen
Figueroa, Tracey
Finn, Melissa
Flores-Stendahl, Carmina
Franco, Christina
Franklin, Ann
Galan-Zeisel, Rosa
Gallardo, Alma
Garces, Jeannette
Garefis, Georgia
Garrido, Stephanie
Gee, Deborah
Geffre, Barbara
Gibson, Lorie
Garardin, Kathleen
Giunchini, Lisa
Gomez Correa, Darlene
Gomez, Susan

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELD WORKSHOP – District, \$37.30 Per Hour, 12/07/2020 (cont.)

Granados, Cathy
Guardado, Lorena
Gutierrez, Jillian
Hamilton, Stacie
Harbaugh, Kelly
Harris, Jennifer
Heyden, Kelly
Hilton, Janet
Hood, Andrea
Huls, Mindy
Hultner, Kathleen
Jones, Ana
Kacou, Natalie
Kim, Carrie
King-Adamo, Jill
Krnicek, Enisa
Laemmlen, Amy
Lee, Anessa
Lee, Denise
Lee, Junghee Erica
LeMonnier, Mary
Long, Claudia
Lopez, Carrie
Maiques, Beth
Marquez, Irene
Martinez, Patricia
McCollough, Cheryl
Mendenhall, Danielle
Mendoza, Caroline
Meza, Melissa
Mullen, Eileen
Negrete, Terresa
Neimann, Natalie
Olmedo, Margaret
Overturf, Kristy

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
<u>ELD WORKSHOP – District, \$37.30 Per Hour, 12/07/2020 (cont.)</u>			

Pacheco, Raelynn
Park, Kaitlyn
Parra, Marcela
Pena, Elena
Persico, Kelly
Platt, Tina
Potoma, Brenda
Priebe, Vanessa
Pulido, Roberto
Ramirez, Nicole
Ramos, Brianna
Ramos, Cecilia
Ramos, Karina
Ramsey, Tamara
Rapoza, Holly
Reeves, Isela
Reichwein, Cynthia
Reppert, Jocelyn
Rhodes, Stacey
Rowe, Sara
Ruesga, Alexandra
Rush, Samantha
Russell, Anne
Saenz, Ana
Salazar, Raqueal
Sary, Maureen
Simon, Melissa
Soriano, Marissa
Spencer, Nancy
Stanley, Barak
Stapp, Barbara
Taggart, Patricia
Torres, Bethany
Torres, Lauren
Tufnell, Tracy

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELD WORKSHOP – District, \$37.30 Per Hour, 12/07/2020 (cont.)

Ulloa, Maricella
Vaters, Jaclyn
Walker, Mary
Waymack, Rebecca
Wilson, Angelika
Wilson, Kathryn
Wilson, Nichelle
Wright, Julia
Yee, Judy
Zubiate, MariaElena

ELD WORKSHOP – District, \$37.30 Per Hour, 12/08/2020

Ackley, Kimberly
Avina, Maria
Ball, Lisa
Berbower, Stephanie
Bliss, Julie
Bomgaars, Jenalee
Brossmer, Esther
Buchanan, Patricia
Conkle, Melanie
Curcio, Heather
De Leon, Julia
De Moss, Cynthia
De Shazer, Melissa
DeGoeas, Elizabeth
Doddy, Alicia
Fisher, Susan
Fishman, Anna Beth
Galan-Zeisel, Rosa
Garcia, Minerva
Garcia, Valeria
Gillespie, Heidi
Griffin, Andrea

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELD WORKSHOP – District, \$37.30 Per Hour, 12/08/2020 (cont.)

Griswold, Naomi
Hernandez, Jessica
Hoetker, Deborah
Hughes, Tiffany
Irdi, Natalie
Izumo, Polly
Jensen, Danicka
Joachim, Susan
Gilbert-Kaho, Patricia
Kim, Carrie
King, Lisa
Kjar, Karen
Kutzke, Cortny
Lopez, Carrie
Lord, Melissa
Maggio, Jill
Maline, Sarina
Martinez, Glenda
Martinez, Stephanie
Maxwell, Lance
McCarty, Christina
Melara, Rafael
Minahan, Melissa
Mitchener, Lisa
Morales, Jessica
Munoz, Janet
Nambo, Lisa
Newman, Amy
Pacheco, Raelynn
Paredes, Alondra
Perez, Arianna
Reeves, Sherome
Rhodes, Erica
Riancho Del Bueno, Magali
Rivas, Wendy
Rocha, Alexandra

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELD WORKSHOP – District, \$37.30 Per Hour, 12/08/2020 (cont.)

Rush, Samantha
Russell, LeeAnn
Russell Hernandez, Nicole
Sanchez, Stephanie
Sanders, Debora
Serge, Aubrey
Serrato, Susana
Shetler, Jessica
Shull, Carla
Silva, Amy
Stanley, Barak
Starnes, Riley
Tanaka, David
Thomas, Lisa
Thompkins, Heather
Ticknor, Crystal
Trejo, Katherine
Tufnell, Tracy
Valdes, Marie
Veith, Lacey
Verstegen, Kathleen
Viramontes, Gerise
Washington, Kimberly
Weidner, Debra
Weiland, Tayler
Worthy, Lindsey
Yearsley, Julie
Ylauan, Krista
Zarate, Linda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ELPAC AND MOODLE TRAININGS – District, \$150.00 Per Day, 2020-21 School Year

Balster, Lisa
Brossmer, Esther
Casillas, Rosa
Diioli, Monique
Diulio, Judy
Galan-Zeisel, Rosa
Griffin, Andrea
Guerrero, Annabel
Hauben, Kelly
Hecker, Robert
Hill, Teresa
Kim, Christine
Lopez, Carrie
Molletti-Bovey, Virginia
Ortega, Julia
Quimby, Jason
Reeves, Isela
Ruesga, Alexandra
Rush, Samantha
Stanley, Barak
Zarate, Linda

EXTRA DUTY ASB EVENTS – Warren, \$75.00 Per Event, 2020-21 School Year

Bell, Chad
Petersen, Robert
Salazar, Luis
Simons, Bradley
Singh, Daniel
Trejo, Raymundo

GLAD ASSESSMENTS AND PAPERWORK – District, \$150.00 Per Day, 2020-21 School Year

Kim, Carrie

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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HOME INSTRUCTION – District, \$37.30 Per Hour, 2020-21 School Year

Grant, Lindsay

HOMEWORK HELP – Stauffer, \$37.30 Per Hour, 2020-21 School Year

Maples, Sara

IBARMS VIRTUAL CONFERENCE – District, \$37.30 Per Hour, 2020-21 School Year

Contreras, Teresa

Mendoza, Lizzette

Ramirez, Sonia

Rodriguez, Ana

IEP ADMIN. DESIGNEE – \$58.23 Per Hour, 2020-21 School Year

Gauldin

Starnes, Riley

Imperial

Alexander, Leigh Ann

ILT – Stauffer, \$37.30 Per Hour, 2020-21 School Year

Bach, Daniel

Baltazar, Richard

Black, Katie

Brauser, Rebecca

Carter, Dina

Casalegno, Vonnie

Contreras, Nicole

Davilas, Chrysanthi

Dayhoff, Laurie

Dekker, David

Del Rio, Brandon

Doherty, Deidra

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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ILT – Stauffer, \$37.30 Per Hour, 2020-21 School Year (cont.)

Donahue, Christopher
Eduad, Deborah
Gallion, Gina
Goldsmith, Desiree
Greer, Josie
Harr, Alyson
Hayes, AndaJo
Holmes, William
Koenig, Todd
Korduner, Karen
Liakopoulos, Dimitra
Lundeen, Jessica
Maples, Sara
McConnell, Deanna
McConnell, Sean
La Fortune-Webster, Darla
Ragusa, Elise
Saikali, Rola
Shea, David
Staggenborg, Kimberly
Tindoc, Oliver
Worthy, Lois
Zarate, Osvaldo

INDEPENDENT STUDY – District, \$37.30 Per Hour, 2020-21 School Year

Born, Greg

INTERVENTIONIST – Carpenter, \$150.00 Per Day, 2020-21 School Year

Jimenez, Diana
Romero Rodriguez, Lizzette

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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IPAD DISTRIBUTION – Doty, \$37.30 Per Hour, 2020-21 School Year

Webster, Joe

MASTER TEACHER – 2020-21 School Year

Mitchener, Lisa	Biola University	\$150.00	Fall 2020
Newman, Barb	Chapman University	\$350.00	Spring 2021
Tao, Jayme	Chapman University	\$300.00	Fall 2020
Tendler, Joey	Chapman University	\$250.00	Fall 2020
Torres, Lauren	Biola University	\$150.00	Fall 2020

ONLINE PD – District, \$37.30 Per Hour, 2020-21 School Year

Davila, Michelle
Gomez, Susan
King, Tamika
Pacheco, Raelynn
Parra, Marcela
Ulloa, Maricella
Viramontes, Gerise

PARENT ED PREP – Alameda, \$37.30 Per Hour, 2020-21 School Year

Ball, Lisa
Laguna, Anthony
Roybal, Ross
Tanaka, David

PARENT ED ZOOM MEETINGS – Old River, \$37.30 Per Hour, 2020-21 School Year

Ruesga, Alexandra
Zarate, Linda

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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PBIS – Unsworth, \$37.30 Per Hour, 2020-21 School Year

Geffre, Barbara
Guerrero, Katherine
Jasso-Davila, Michelle
King-Adamo, Jill
Lo Bianco, Leslie

PD CONFERENCE – Sussman, \$37.30 Per Hour, 2020-21 School Year

Santos, Alejandro

PD PADLET – Stauffer, \$37.30 Per Hour, 2020-21 School Year

Bach, Daniel
Casalegno, Vonnie
Holmes, William
Korduner, Karen
La Fortune-Webster, Darla
Ragusa, Elise
Vance, Diana

PD ZOOM REFRESHER – \$37.30 Per Hour, 2020-21 School Year

DHH

Franklin-Topacio, Ann
Spencer, Nancy

Stauffer

Casalegno, Vonnie
Cruz, Mireya
Herz, Valerie
Munoz, Regina
Vance, Diana

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
	<u>PREP AND PRESENTATION FOR ALTERNATE ELPAC TESTING</u> – District, \$37.30 Per Hour, 2020-21 School Year		
Guerrero, Annabel Ruesga, Alexandra			
	<u>PRESENT PD CONSULTANT</u> – District, \$300.00, 2020-21 School Year		
Lewis, Dawn			
	<u>PROFESSIONAL DEVELOPMENT K-2 SHARED READING</u> – District, \$37.30 Per Hour, 2020-21 School Year		
Franklin-Topacio, Ann			
	<u>PROFESSIONAL DEVELOPMENT TK-K MATH</u> – District, \$37.30 Per Hour, 2020-21 School Year		
Franklin-Topacio, Ann			
	<u>RSP CASELOAD OVERAGE</u> – District, \$165.00 Per Student, Per Month, 2020-21 School Year		
Poitras, Christina Siryj, Margaret			
	<u>SATURDAY SCHOOL AND PE PLANNING</u> – District, \$37.30 Per Hour, 2020-21 School Year		
Flores, James Johnson, Amber			
	<u>SAFE & DRUG FREE CCTS</u> – District, \$37.30 Per Hour, 2020-21 School Year		
Carrillo, Monica			

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – \$37.30 Per Hour, 2020-21 School Year

Lewis

Dubei, Lydia

Graves, Todd

Williams

Neimann, Natalie

Rush, Samantha

Russell Hernandez, Nicole

Warren

McEvoy, Christopher

Mojarro, Jenny

Schiavo, Mark

STUDENT COUNCIL ADVISOR – Gauldin, \$1,365.00 Per Year, 2020-21 School Year

Bomgaars, Jenalee

50%

Worthy, Lindsey

50%

STUDENTS OVER NEGOTIATED LIMITS – \$165.00 Per Student, Per Month, 2020-21 School Year

Gauldin

Bomgaars, Jenalee

Rio Hondo

Mendenhall, Danielle

Park, Kathleen

Waymack, Rebecca

Rio San Gabriel

Torres, Vanessa

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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SUBSTITUTE TEACHER – District, \$150.00 Per Day, 2020-21 School Year

Thaten, Kristeena
Zarate, Brianda

TEACHER ADDITIONAL PERIOD – To be paid tenthly at 18% of Contract Salary, per Memorandum of Understanding between DEA and DUSD 2/01/21-5/28/21

Columbus

Hecker, Robert	ELD Coordinator	1/04/21- 5/28/21
Marshall, Scott	Spanish	1/04/21- 5/28/21
Murakawa, Mindy-Kay	Title I Coordinator	1/04/21- 5/28/21

Downey

Cleek, Cara	English 9
Falkenstein, Daniel	Integrated I
Krimbow, Danielle	Integrated II - RSP
Matas, Sybil	English 10
Miller, Seth	Integrated II
Navarro, Ricardo	Integrated I
Nunley, Thomas	English 10
Park, Byung	Integrated I
Rios, Roger	English 11
Witkin, Scott	English 9

Warren

Elsasser, Gregory	English 11	1/19/21- 5/28/21
Homer, Jeffrey	English 10	1/19/21- 5/28/21
Mendez, Daniel	Government/Econ	1/19/21- 5/28/21
Muller, Justin	US History	1/19/21- 5/28/21
Tendler, Joey	APEX Credit Recovery	1/04/21- 5/28/21

I. CERTIFICATED

B. Employments (Temporary) (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
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TEEN COURT – Columbus, \$37.30 Per Hour, 2020-21 School Year

Swander, William

TOSA CHATS – Lewis, \$37.30 Per Hour, 2020-21 School Year

Blazak, Molly

Buenrostro, Marisol

Lee, Anessa

TRANSLATION FOR PARENT ED MEETING – Rio Hondo, \$37.30 Per Hour, 2020-21 School Year

Cazares, Veronica

TTL – \$2,557.00 Per Year, 2020-21 School Year

Alameda

Cid, Deena

50%

Olmedo, Margaret

50%

Columbus

Chitwood, Ryan

TUTORING – \$37.30 Per Hour, 2020-21 School Year

Alameda

Ball, Lisa

Laguna, Anthony

Roybal, Ross

Tanaka, David

Gallatin

Barger, Matthew

Daugherty, Jennifer

Garcia, Cassandra

Hurtado, Monica

I. CERTIFICATED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
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TUTORING – \$37.30 Per Hour, 2020-21 School Year (cont.)

Gallatin (cont.)

Kim, Christine
Lujan, Emily
Solis, Ashley

VIRTUAL CO-TEACHING PD – District, \$37.30 Per Hour, 2020-21 School Year

Barela, Mihaela
Byers, Erik
Ferera, Gretchen
Morales, Crystal
Parsley, Summer
Santos, Alejandro
Silagyi-Morris, Lynn

C. Leave of Absence

Employee	From	To	Effective
Gonzales, Christina	Teacher Downey \$96,611	AB375 – Child Bonding	4/12/21- 4/23/21
Jones, Eugene	Teacher Price \$109,253	AB375 – Child Bonding	1/04/21- 1/08/21
Jones, Krystal	Vice Principal Rio Hondo \$123,151	AB375 – Child Bonding	3/01/21- 5/28/21

I. CERTIFICATED

C. Leave of Absence (cont.)

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Juarez, Natalie	Program Specialist Special Education \$112,532	AB375 – Child Bonding	1/20/21- 4/01/21
Perez, Rachel	Teacher DHH \$84,748	AB375 – Child Bonding	11/30/20- 12/18/20
Vargas-Aguilar, Jessenia	Teacher Griffiths \$84,757	AB375 – Child Bonding	1/21/21- 4/16/21

D. Reassignments

<u>Employee</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Gonzalez, Gabriel	Teacher – SDC RSG 50% / Rio Hondo 50% \$83,036	Teacher – SDC Unsworth 50% / Rio Hondo 50% 83,036	2/01/21
Jones, Eugene	AB375 – Child Bonding	Teacher Price \$109,253	1/11/21
Perez, Rachel	AB375 – Child Bonding	Teacher DHH \$84,748	1/04/21

II. CLASSIFIED

A. Employments (Regular)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Gibbons, Cheryl (New Position)	Facilities Program Mgr. Facilities Plng. & Devel.	\$9,190.00 mo. (100%)	01/04/21
Mendez, Rene (New Position)	Sr. Instruct. Asst.-BC Rio Hondo	\$3,273.00 mo. (75%)	01/04/21
Ruiz, Sandra (Re-employment) (Rpl. V. Perez-Esquivel)	Sr. Instruct. Asst.-BC Stauffer	\$3,985.00 mo. (81.25%)	01/25/21

B. Employments (Temporary)

<u>Employee</u>	<u>Assignment</u>	<u>Salary Rate</u>	<u>Service Begins</u>
Chan, Joshua	Student Helper Downey High	\$14.000 hr.	01/19/21- 06/31/21
Gonzalez, Angelica (Substitute)	Instruct. Media Tech. Varies	\$18.883 hr.	12/14/20
Valle-Martinez, Carlota (Substitute)	Sr. Accounting Asst. Varies	\$22.990 hr.	01/06/21

C. Change of Assignment

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Baldelomar, Herberth (Promotion) (Rpl. A. Worthington)	Inter. Clerical Asst. Gallatin \$4,184.00 mo. (100%)	School Office Mgr. Gallatin \$4,498.00 mo. (100%)	01/11/21

II. CLASSIFIED

C. Change of Assignment (cont.)

<u>Employee</u>	<u>From:</u>	<u>To:</u>	<u>Effective</u>
Esqueda, Sandra (Promotion) (Rpl. A. Zuniga Sutton)	Sr. Instruct. Asst. DHH Program \$3,981.00 mo. (75%)	Inter. Clerical Asst. Warren High \$4,844.00 mo. (100%)	01/18/21
Franco, Marisol (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. Warren High \$4,288.00 mo. (100%)	Attend./Records Clerk Warren High \$4,393.00 mo. (100%)	01/19/21- TBD
Luevano, Regina (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. DHH Program \$4,184.00 mo. (100%)	Attend./Records Clerk Downey High \$4,499.00 mo. (100%)	01/04/21- TBD
Macias, Hismelda (Promotion) (Rpl. T. Sharp)	Attend./Records Clerk Warren High \$4,285.00 mo. (100%)	School Office Mgr. Rio Hondo \$4,726.00 mo. (100%)	01/18/21
Vergara, Dianna (Working out of class in Limited-term assignment)	Sr. Clerical Asst. Adult School \$3,791.00 mo. (100%)	Secretary Operations \$4,080.00 mo. (100%)	01/04/21- 01/31/21

D. Leaves of Absence

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Cuadros, Leslie	Sr. Instruct. Asst.-BC Unsworth	01/01/21- 01/31/21	Personal Business W/OUT PAY
Drinkard, Joana	Food Service Asst. II Gauldin	01/19/21- 06/01/21	Personal Business W/OUT PAY

II. CLASSIFIED

D. Leaves of Absence (cont.)

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Flores, Danielle	Inter. Clerical Asst. Lewis	01/04/21- 02/13/21	FMLA/ CFRA
Maestro, Yolanda	Food Service Asst. Old River	01/04/21- 01/19/21	Personal Business W/OUT PAY
Mazariegos, Herminia	Sr. Instruct. Asst.-BC Sussman	01/04/21- 02/19/21	AB2393-Child Bonding Leave
Rodriguez, Josephina	Sr. Instruct. Asst.-BC Rio Hondo	01/19/21- 05/31/21	Personal Business W/OUT PAY
RH2352608	Inter. School Office Mgr. Columbus High	01/06/21- TBD	Paid Admin. Leave
Telles, Mike	Custodian Operations	01/07/21- 02/04/21	FMLA/ CFRA
TE9797513	Campus Security Asst. Downey High	01/15/21- 01/19/21	Paid Admin. Leave

E. Terminations

<u>Employee</u>	<u>Assignment</u>	<u>Effective</u>	<u>Reason</u>
Santos, Sara	School Based Therapist Special Education	01/30/21	Voluntary Resignation

II. 56. APPROVE the duties for the proposed position of Communications Specialist, effective February 11, 2021. 

Supporting Documents



scan0522

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

DATE: February 10, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
SUBJECT: ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION –
COMMUNICATIONS SPECIALIST

ACTION ITEM

There is a recognized need for additional support in public relations. The amount of work in this area has increased dramatically over the past year or so. Staff worked with Ashley Greaney, the current Public Information Officer, to create the attached list of duties for the proposed new position. The position will be bilingual/bi-literate and provide support for the lower-level duties within the department.

Staff worked with the Public Information Officer to establish the duties. The changes were noted on the Public Relations Coordinator classification to clarify the differences between the two classifications.

Pending the approval of the duties by the Board, it will be recommended to the Personnel Commission to accept the duties and classify the position and the salary placement of this new classification be set at Range 200 (\$4,959 - \$6,029 per month) on the Unit I Salary Schedule. The next meeting of the Personnel Commission is February 17, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties for the proposed position of Communications Specialist, effective February 11, 2021.

**DOWNEY UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
UNIT I**



CLASS TITLE: PUBLIC RELATIONS COORDINATOR COMMUNICATIONS
SPECIALIST

BASIC FUNCTION:

Under the direction of the Superintendent Public Information Officer, performs a variety of professional-level activities assisting in the planning, organizing, and execution of public/media relations programs, projects and special events for the communication programs of the District for both internal and external audiences involving editorial production coordination and support for publications of the Downey Unified School District and provides responsible staff assistance and assists in planning and executing recognition functions and special events. the operations of the department.

REPRESENTATIVE DUTIES:

Administers and oversees the District Public Relations program. Assist in the planning, organizing and execution of a variety of programs, projects and activities related to the District' public relations and public information efforts. Participate in a variety of work groups, committees, and task forces. E

Serves as liaison between the Office of the Superintendent staff and other interoffice staff, external agencies and media organizations. Performs a variety of complex, responsible secretarial tasks; relieves supervisor of administrative detail; assists in various operations of the department including purchase of supplies and tracking budgetary expenditures; makes appoints and schedules meetings; attends meetings as required. E

Writes, edits and distributes various documents, including such as news releases, feature articles, opinion pieces, and brochures that are technically correct and error-free. to appropriate media and outlets. E

Creates, designs and executes Assists with compiling copy for high-quality major publications, including photographs and interviews, promotional and marketing materials, and comprehensive web pages/sites. E

Performs a variety of research and data gathering functions in relationship to District programs, activities, and services. E

Writes, edits and assists or serves as editor for with District publications including such as web pages, social media, publicity materials, official documents, advertising and marketing materials. E

REPRESENTATIVE DUTIES: (Continued)

~~Develops and layouts~~ Participates in the coordination of copy for information brochures, pamphlets, maps, logos, catalogs, and other related materials. *E*

~~Collaborates with members of the Superintendent's cabinet, department heads and office staff in the course of assigned functions.~~ Visits District programs and schools to identify stories and solidify relationships with program and site staff and administration; photograph and video record District programs and events. *E*

~~Writes speeches and recognition event scripts.~~ Provides excellent customer service and develops and maintains professional relationships with news media, community partners, community members, and district staff; responds to phone calls, emails, letters and other communications. *E*

Assists in the editorial production coordination and support for the internal and external communications provided by the District. *E*

~~Receives, verifies authorization and prepares approved global emails for distribution to District office staff; assists department in the preparation of global messages as necessary.~~ *E*

~~Creates templates and style sheets for publications, newsletters and web pages.~~ *E*

Maintains and revises media lists. *E*

Orders supplies and issues purchase orders; prepares contracts and supporting information for approval. *E*

Maintains current knowledge of emerging technologies and trends on computer graphic design, publishing and web technologies. *E*

Attends a variety of meetings and conferences for the purpose of obtaining and disseminating information. *E*

Assists with planning and preparation of District functions managed through the Public Relations office. *E*

~~May direct the work of others as assigned.~~ *E*

Perform related duties as assigned.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

Proposed, February 2021, D.U.S.D.

II. 57. APPROVE the duties for the proposed position of Facilities Construction Coordinator, effective February 11, 2021. 

Supporting Documents



scan0523

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

DATE: February 10, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources
Prepared by Jaimie Valdez, Personnel Analyst

SUBJECT: ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION –
FACILITIES CONSTRUCTION COORDINATOR

ACTION ITEM

Under the leadership of the Senior Director, Vince Madsen, there has been significant reorganization within the Facilities Planning and Development Department. The last of these changes is the new proposed position of Facilities Construction Coordinator. The goal is to appropriate staff to continue to achieve our goals effectively and efficiently. Staff recommends creating this new position to conduct a variety of project site coordination and interact with district personnel regarding maintenance needs, projects, and work order status. The new reorganization within the department will eliminate the need for consultants which will allow for increased bond dollars to be spent on the sites.

Staff worked with the Senior Director to establish the essential duties. The changes were noted on the previous Facilities Construction Manager classification description to clarify the differences between the two classifications.

Pending the approval of the duties by the Board, it will be recommended to the Personnel Commission to accept the duties and classify the position and the salary placement of this new classification be set at Range 120 (\$6,365 - \$7,739 per month) on the Classified Management Salary Schedule (AR 5241). The next meeting of the Personnel Commission is February 17, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties for the proposed position of Facilities Construction Coordinator, effective February 11, 2021.

CLASS TITLE: FACILITIES CONSTRUCTION MANAGER COORDINATOR

BASIC FUNCTION:

Under the direction of the Senior Director, Facilities Planning and Development, manage provide specialized assistance in the support of the District's Bond Program which includes: new construction, modernization, and reconstruction; of District-wide facilities development and improvement; assist performing specialized tasks and conduct a variety of project site coordination's and assist with planning, organizing and supervise maintenance activities, prioritizing, scheduling assigning and inspecting daily work projects; perform a variety of responsible duties related to the supervision of staff and contractors; manage the District's energy management program; inspect and develop reports on projects; assists in the coordination of the District's labor compliance program.

REPRESENTATIVE DUTIES:

Prepare preliminary phasing schedules for upcoming projects; Assist in planning, organizing, coordinating, direct and supervise maintenance activities and major District projects involving staff and contractors; drive a vehicle to visit work sites to review and inspect work in progress by District staff and contractors, and determine appropriate course of action to achieve District needs while assuring compliance with related Federal, State and District requirements. E

Assist in updating the facilities master plan; and manage the district's historical as-built project plan room. E

Plan, organize, assign, train, supervise and evaluate the work of assigned staff, developing and preparing work schedules, Assist in the preparation and maintenance of reports and work orders to determine materials, labor and time requirements. Prioritize and coordinate duties and assignments to assure effective workflow to facilitate operations, recommend disciplinary actions as needed and recommend transfers, reassignments, terminations, promotions and personnel actions as appropriate; E

Prepare and maintain various records, files, logs, and reports related to personnel, inventory, supplies, work requests, work performed, and safety issues; assist in the administration of project insurance files; compile and process preliminary and/or stop work notices. E

Assist in the development and tracking of budget expenditures, and recommending

priorities in budget development to meet the state school facilities program reporting requirements. **E**

Assist in determining needed equipment, materials and supplies for maintenance operations; requisition a variety of supplies, tools and equipment, review purchase requisitions submitted by staff and make recommendations for approval; assure proper receipt of ordered materials. **E**

Interact with District personnel regarding maintenance needs, projects and work order status. **E**

~~Perform regular “walk through” audits of all District facilities to ensure operating efficiency, optimum educational environment and compliance with the District’s energy policy. Audits may take place during holidays, weekends, and night hours.~~ **E**

~~Manage and maintain the District energy management program; establish accountability for energy consumption throughout the District; serve as District representative at meetings relating to energy use and conservation.~~ **E**

~~Advise, evaluate and make recommendations on alternate energy sources, consumption and general energy conservation measures.~~ **E**

~~Establish a program to promote energy conservation through positive feedback to all levels of the District and involve all levels of personnel in taking ownership for the success of the program.~~ **E**

~~Maintain liaison with District administrators, principals and their staff in order to provide optimum facility comfort while reducing energy consumption levels.~~ **E**

~~Input and analyze data concerning energy and utility usage for each meter in the District and use data to provide appropriate reports.~~ **E**

Coordinate and post all bond program updates on multiple social media platforms; prepare maps, notices, public information documents, and other project/department correspondence; assist in preparing ~~Provide required information and reports, and presentations~~ to District administrators and the Board of Education. **E**

Assist with the project bidding process and construction plans and specification posting; review and analyze bid data, prepare reports recommending selection and awarding of bids; prepare, monitor, analyze construction documents that include, but not limited to, data bases, correspondence, change orders, progress payments. ~~Prepare written materials for use in bid advertisements, pre-bid job walks, and pre-construction meetings; review plans and specifications prior to bidding to ensure District standards are met.~~ **E**

~~Provide policies and procedures for effective and efficient facilities development.~~ **E**

Serve as liaison, coordinating activities between District and engineers, architects, contractors, planners, building inspectors, and various agencies, inspecting and overseeing construction for quality assurance, conformance and adherence to District standards and local, state and federal laws, ordinances and regulations, and ensuring construction projects are completed to meet established District schedules in a cost-efficient manner. **E**

~~Serve as project manager and District representative, coordinating the planning, construction, and renovation of District facilities and managing facility projects; coordinate all construction activities with site and District; monitor the quality of work and worker safety; review change orders and recommend approval or denial. **E**~~

Catalog preliminary and final architectural plans and ensure their appropriate distribution to State agencies and private firms for review and corroborative action. **E**

Conduct surveys in the District on short and long-range planning and projections; prepare routine reports to the Board of Education, correspondence to contractors, consultants and governing agencies, researches and responds to inquiries from a broad audience regarding various aspects of the Construction Office. **E**

Assist in the coordination of all interim and temporary housing needs for all construction activities on all school sites. **E**

Assist in the administration and maintaining of ~~Implement and enforce~~ the District's labor compliance program to ensure contractors are aware of mandatory labor code requirements including labor compliance; validate and document compliance with State Allocation Board regulations; coordinate collecting and monitoring of construction related legal filings. **E**

~~Ensure that all necessary forms are filed by the District and contractors as required by the State of California labor code and make reports as required to the District and the State of California Department of Industrial Relations; communicate with state agencies regarding compliance issues as required. **E**~~ Complete and submit State Allocation Board (SAB) forms within required timelines; receive and log SAB approvals; submit amended forms to update data and maintain eligibility with SAB; answer questions on the classification and processing of documents of SAB projects. **E**

Respond to and assist in preparation of notices of exemption, negative declarations and other environmental California Environmental Quality Act (CEQA) documents; prepare, and/or assist in the processing of requests for proposals, pre/post qualification, performance evaluation, purchase orders, progress payments. **E**

Coordinate Respond to emergency calls. ***E***

Operate a computer, standard office equipment, and a two-way radio. ***E***

Work from verbal and written instructions, blueprints, sketches and work orders. ***E***

Must demonstrate attendance sufficient to complete the duties of the position as required. ***E***

Perform related duties as required.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

Proposed, February 2021, D.U.S.D.

III. 1. ADOPT Resolution No. 202021-08 to establish a uniform system of prequalifying and rating prospective bidders for certain construction projects. 

Supporting Documents



scan0524

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: ADOPTION OF UNIFORM SYSTEM OF PREQUALIFYING AND RATING PROSPECTIVE BIDDERS FOR CERTAIN CONSTRUCTION PROJECTS

ACTION ITEM

The Board of Education is being requested to adopt a resolution to establish a uniform system of prequalifying and rating contractors for large construction projects over \$1 million dollars and/or projects utilizing a lease-leaseback process.

Public Contract Code Sections 20111.5 and 20111.6 require that a school district adopt a uniform system of rating bidders based on a standardized questionnaire and financial statements for projects that use funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from future state school bond monies, as well as projects that are bid using a lease-leaseback delivery method. The documents attached to the resolution, labeled as Exhibit A, include a prequalification questionnaire and rating system, which will be incorporated into any bid or request for proposal (RFP) documents necessitating these requirements.

Upon adoption of this resolution, any previously approved prequalification processes or documents will be replaced with the items in Exhibit A. Adopting the resolution would further authorize the Superintendent or designee to take certain actions, as outlined in the resolution, that do not materially change the intent of the new documents, such as adjusting the minimum score required to prequalify, or by adjusting the size, type, and number of past projects required of each prospective bidder.

SUPERINTENDENT'S RECOMMENDATION:

ADOPT Resolution No. 202021-08 to establish a uniform system of prequalifying and rating prospective bidders for certain construction projects.

RESOLUTION NO. 202021-08

DOWNEY UNIFIED SCHOOL DISTRICT TO ESTABLISH A UNIFORM
SYSTEM OF PREQUALIFYING AND RATING PROSPECTIVE BIDDERS FOR
CERTAIN CONSTRUCTION PROJECTS

WHEREAS, the Downey Unified School District ("District") intends to prequalify prospective bidders or responders for some of its construction projects as required and permitted by applicable law; and

WHEREAS, Public Contract Code ("PCC") section 20111.6 requires that school districts prequalify contractors on any public project that use funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from future state school bond monies, if the project that involves a projected expenditure of one million dollars (\$1,000,000) or more; and

WHEREAS, when utilizing a lease-leaseback project delivery method (Educ. Code § 17406), the District must prequalify those respondents pursuant to the District's established prequalification and qualification criteria; and

WHEREAS, PCC section 20111.5 allows school districts to opt to prequalify contractors on any District construction project, including projects that are formally bid pursuant to PCC section 20111; and

WHEREAS, both PCC sections 20111.6 and 20111.5 (collectively, "Prequalification Statutes") require that prequalification be in the form of a standardized prequalification questionnaire and financial statement; and

WHEREAS, the Prequalification Statutes require school districts to adopt and apply a uniform system of rating prospective bidders or responders on the basis of the completed questionnaires and financial statements, in order to determine whether the prospective bidders or responders are deemed qualified to bid on District construction projects; and

WHEREAS, the District wishes to adopt, in accordance with the requirements of PCC section 20111.6 and as permitted by PCC section 20111.5 as applicable (collectively, the "Prequalification Package"), which are attached hereto as Exhibit A and which include the following documents and processes:

- a prequalification questionnaire ("Questionnaire"), that includes a process for potential bidders or responders to appeal certain decisions with respect to the prequalification process ("Appeals Process"),
- a uniform system of rating potential bidders or responders based upon the Questionnaire ("Rating System"), and

WHEREAS, the Questionnaire covers, at minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders or responders

developed by the Department of Industrial Relations; and

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.

Section 2. The Prequalification Package is approved and adopted pursuant to the provisions of the Prequalification Statutes, and shall replace any previous prequalification questionnaires, processes or packages adopted or approved by the District's Board, when District staff determines to implement the Prequalification Package.

Section 3. Pursuant to the delegation authority of Education Code section 35161, the District's Superintendent, or his/her designee, is hereby delegated the authority to take the following actions to the extent doing so does not materially change the intent of the Questionnaire, the Rating System, or the Appeal Process, and does not conflict with the provisions of the Prequalification Statutes:

1. Adjust the size, type and number of past projects required of each prospective bidders or responders to prequalify for specific project(s);
2. Adjust the minimum score required to prequalify for specific project(s) for which the District is prequalifying;
3. Remove, add or modify specific questions in the Questionnaire for specific project(s) for which the District is prequalifying;
4. Determine whether to establish a process for prequalifying prospective bidders or responders on a quarterly or annual basis; and adjust other requirements of the District's prequalification process as necessary to ensure the establishment of a qualified pool of prequalified bidders or responders;
5. Determine which future project(s), as soon as practicable, will be the first project to implement the Prequalification Package; the District shall utilize the pool of prequalified contractors from the previous prequalification process (if any) until that time.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 10th day of February, 2021, by the Governing Board of the Downey Unified School District of Los Angeles County, California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATION

I, Martha Sodemani, Clerk 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 10th day of February, 2021, with a copy of the Resolution being on file in the Administrative Office of the District.

Clerk, Board of Education of the
Downey Unified School District

List of Exhibits

Exhibit A District's Prequalification Package

EXHIBIT A

DISTRICT'S PREQUALIFICATION QUESTIONNAIRE

The Downey Unified School District ("District") has determined that contractors on future projects ("Contractor(s)" or "Firm(s)") must be prequalified prior to submitting a bid or proposal on a project. This form must be completed by:

- Contractors that intend to bid or propose to perform work under an A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license(s) and that intend to bid or submit a proposal as a **general contractor** (prime contractor) directly to the District.
- Contractors that intend to bid or propose to perform work under a C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 license (s) and that intend to bid or submit a proposal as a **first-tier subcontractor** to a general contractor (prime contractor) that is bidding or submitting a proposal directly to the District.

Form Submission.

- Contractors must complete this District form; no other prequalification documents submitted by a Contractor will meet the District's requirements.
- FOR ALL RESPONSES, FIRMS CAN USE SEPARATE SIGNED SHEET(S) AS NECESSARY IF THE FORM DOES NOT PROVIDE SUFFICIENT SPACE FOR A COMPLETE RESPONSE.**
- All Contractors shall submit completed questionnaires and financial statements as follows:

Location	Date
Downey Unified School District [Redacted] Downey, CA [Redacted] Attn: [Insert Name]	First-tier subcontractors and general (prime) contractors _____, 20__

Contractor List. The District will make available a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors to all prequalified Contractors at **least five (5) Business Days** prior to the date for submission of any response to a District bid or other solicitation covered by this prequalification.

References. The District reserves the right to contact any representative at Contractor's previous projects to gather information about the Contractor and/or to base the District's prequalification determination on a scoring of Contractor's references' responses to questions.

[OPTIONAL; REMOVE IF NOT WANT TO UTILIZE. ALSO, THIS MUST BE DONE (IF DONE AT ALL) THE SAME FOR ALL CONTRACTORS. THIS CANNOT APPLY TO SOME CONTRACTORS AND NOT TO OTHERS.] Project Size. The District reserves the right to prequalify a Contractor up to a maximum project size based on _____ percent (____ %) of the Contractor's largest previous project within the past five (5) years.

Updates. Contractors who are prequalified must update their prequalification questionnaire if or when Contractor's status or information changes. The District reserves the right to adjust, suspend, or rescind the prequalification rating of any Contractor based on subsequently learned information.

Non-responsiveness. A Contractor's prequalification questionnaire shall be deemed nonresponsive if, without limitation, the Contractor's prequalification questionnaire is not returned on time, does not provide all requested information, is not signed under penalty of perjury by an individual who has the authority to bind the Contractor, is not updated as required or is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported).

Rejection/Waiver/Request. The District reserves the right, in its sole discretion, to reject any or all prequalification questionnaires, to waive irregularities in any prequalification questionnaire or to request further information or documentation from any Contractor.

Public Records. Although the names of Contractors seeking prequalification may be public information, pursuant to, without limitation, Public Contract Code sections 20111.5(a) and 20111.6 (b), each Contractor's questionnaire and financial statements "shall not be public records and shall not be open to public inspection." However, the contents of Contractor's prequalification questionnaires and financial statements may be disclosed to third parties for purposes of clarification or investigation of material allegations or in any appeal process.

Appeal. A Contractor may appeal the District's decision. If a Contractor decides to appeal the District's prequalification decision, it must follow the following procedure:

1. Contractor shall submit, in writing, within five (5) Business Days from District's determination, a request for a written response from the District to explain the District's determination.
2. Within five (5) Business Days from receipt of the District's written response to the Contractor's request, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any and all information that it believes supports a finding that District's determination should be changed.
3. District staff shall hold a meeting with the Contractor. If the Contractor continues to contest the District's determination after that meeting with District staff, then the Contractor may address the Board at the next public noticed meeting of the District's governing board, pursuant to the governing board's procedures for public comment. **TO PRESERVE THE CONTRACTOR'S RIGHT TO CHALLENGE THE DISTRICT'S DETERMINATION, THE CONTRACTOR SHALL ADDRESS THE BOARD AT THE NEXT PUBLIC NOTICED MEETING OF THE BOARD AFTER CONTRACTOR'S MEETING WITH DISTRICT STAFF.**
4. **FAILURE OF A CONTRACTOR TO TIMELY FOLLOW ALL APPEAL STEPS SHALL BE A WAIVER OF THE CONTRACTOR'S RIGHT TO APPEAL THE DISTRICT'S DECISION.**

CONTRACTOR (OR "FIRM") INFORMATION

Contractor's company name and address:

Phone:

Mobile phone:

E-mail:

Years in business under current company name:

Years at the above address:

Types of work performed with own forces:

Gross revenue of the Firm for the past three (3) years:

\$

\$

\$

Submit an audited or reviewed financial statement for the past two (2) full fiscal years. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

Name of license holder exactly as on file with the California State License Board:

License number(s), classification(s) and expiration date(s):

Number of years license holder has held the listed license(s):

Number of years Contractor has done business in California under contractor's license law:

Number of years Contractor has done business in California under **current** Contractor's license:

Department of Industrial Relations (DIR) registration number (Per Labor Code section 1725.5):

Has your Firm changed name(s) or license number(s) in the past five (5) years? (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Has there been any change in ownership of the Firm at any time in the past five (5) years? **NOTE:** A corporation whose shares are publicly traded is not required to answer this question. (Y / N). If "yes", explain on a separate signed sheet, including the reason for the change.

Indicate the form of Contractor's business entity (e.g., partnership, S Corp, LLP, LLC, etc.):

Is the Firm a subsidiary, parent, holding company, or affiliate of another firm? **NOTE:** This applies to firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your Firm holds a similar position in another firm. (Y / N). If "yes", explain on a separate signed sheet, the name of the other firm(s) and the percent ownership.

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for the Contractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. **Use separate signed sheet(s) as necessary.**

	Name	Position	Years with Co.	% Ownership
1.				
2.				

Identify every construction firm, contractor and/or construction management firm that the Contractor or any person listed above has been associated with (as officer, general partner, limited partner, owner, RMO, etc.) at any time during the **past five (5) years** ("Associated Firm"). **NOTE:** This applies if ownership is ten percent (10%) or more of the business, or 10% or more of its stock if the business is a corporation. **Use separate signed sheet(s) as necessary.**

	Name of Person at Associated Firm	Name of Associated Firm	CSLB No. of Associated Firm	Dates of Participation with Associated Firm
1.				
2.				

CONTRACTOR'S BONDING COMPANY (SURETY) INFORMATION

Name(s) & address(es) of bonding company(ies) your Firm has utilized over the past five (5) years (not broker or agency).
Indicate the number of years your Firm has been with each bonding company/surety.

Use separate signed sheet(s) as necessary.

1.

2.

Name and address of broker/agent:

Telephone number and email of broker/agent:

Contractor's total current bonding capacity: \$

CONTRACTOR'S INSURANCE INFORMATION

Name(s) & address(es) of insurance company(ies) your Firm has utilized over the past five (5) years (not broker or agency).
Indicate the number of years your Firm has been with each bonding company/surety.

Use separate signed sheet(s) as necessary.

1.

2.

"Best" rating(s) for those insurance company(ies):

Name and address of broker/agent:

Telephone number and email of broker/agent:

Contractor's current insurance limits for the following types of coverage:

Commercial General Liability	Each occurrence	\$
	General aggregate	\$
Product Liability & Completed Operations	Each occurrence	\$
	General aggregate	\$
Automobile Liability – Any Auto	Combined Single Limit (per occurrence)	\$
Employers' Liability		\$
Builder's Risk (Course of Construction)		

Workers' Compensation Experience Modification Rate for the past five (5) premium years:

(1) Current year:	(2)	(3)
	(4)	(5)

QUESTIONS

Pass/Fail Questions (Essential Criteria)

1a.	GENERAL CONTRACTORS ONLY: [REVIEW, REVISE AND ADAPT FOR EACH PROJECT] Has your Firm contracted for and completed construction of a minimum of: <ul style="list-style-type: none"> Four (4) California K-12 public school district construction projects, Each with a value of at least \$2,000,000, and All within the past five (5) years? (Please circle one). NOTE: You must list these projects in the "Contractor Project References" Section.	YES NO NO = cannot prequalify
1b.	FIRST-TIER SUBCONTRACTORS ONLY: [REVIEW, REVISE AND ADAPT FOR EACH PROJECT] Has your Firm contracted for and completed construction of a minimum of: <ul style="list-style-type: none"> Four (4) California K-12 public school district construction projects, Each with a value of at least \$200,000, and All within the past five (5) years? (Please circle one). NOTE: You must list these projects in the "Contractor Project References" Section.	YES NO NO = cannot prequalify
2.	Does your Firm currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle one).	YES NO NO = cannot prequalify

3.	Has your Firm or an Associated Firm been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years ? (Please circle one).	YES NO YES = cannot prequalify
4.	Has your Firm or an Associated Firm defaulted on a contract or been terminated for cause by any public agency on any project within California within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle one).	YES NO YES = cannot prequalify
5.	Has your Firm or an Associated Firm or any of their owners or officers been convicted of a crime under federal, state, or local law involving: <ul style="list-style-type: none"> (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party; within the past TEN (10) YEARS ? (Please circle one).	YES NO YES = cannot prequalify
6.	Has a performance bond surety for your Firm or a performance bond surety for an Associated Firm had to: <ul style="list-style-type: none"> (1) Takeover or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties to satisfy claims against your performance bond, related to construction activities of your Firm or an Associated Firm within the past five (5) years ? (Please circle one).	YES NO YES = cannot prequalify

If you answered:



"NO" to questions **1a, 1b, or 2**
or

"YES" to questions **3-6**, then STOP. You are **NOT** eligible for prequalification at this time.

QUESTIONS

Scored Questions

1.	<p>Has your Firm paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount of the damages(s), the amount of the contract price, and the applicable date(s).</p>	
2.	<p>Has your Firm paid a premium of more than one percent (1%) for a performance and payment bond on any project(s) within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), the premium amount(s), and date(s).</p>	
3.	<p>Has any insurer had to pay amounts to third parties that were in any way related to construction activities of your Firm within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), the amount(s) paid, and date(s).</p>	
4.	<p>Has your Firm's Workers' Compensation Experience Modification Rate exceeded 1.0 at any time for the past five (5) premium years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the EMR(s) and the applicable date(s).</p>	
5.	<p>Has there been a period when your Firm had employees but was without workers' compensation insurance or state-approved self-insurance within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the reason(s) for not having this insurance and the applicable date(s).</p>	
6.	<p>Has your Firm declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the type of bankruptcy, the Firm's current recovery plan, and the applicable date(s).</p>	
7.	<p>Has your Firm been denied bond coverage by a surety company, or has there been a period of time when your Firm had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, provide details on a separate signed sheet indicating the date(s) when your Firm was denied coverage and the name of the company(ies) that denied coverage; and the period(s) during which you had no surety bond in place.</p>	
8.	<p>Has a project owner, general contractor, architect, or construction manager filed claim(s) in an amount exceeding \$50,000 against your Firm, or has your Firm filed claim(s) in an amount exceeding \$50,000 against a project owner, general contractor, architect, or construction manager in the past five (5) years? (Please circle one).</p> <p style="text-align: right;">YES NO</p> <p>If YES, explain and indicate on separate signed sheet(s) the project name(s), claim(s) and the date(s) of claim(s).</p>	

9.	Has your Firm or an Associated Firm been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code (non-prevailing wage) violations, within the past five (5) years ? (Please circle one). If "YES," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s).	YES NO
10.	Has your Firm been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years ? (Please circle one). If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.	YES NO
11.	Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against your Firm, including any "serious," "willful" or "repeat" violations of safety or health regulations within the past five (5) years ? (Please circle one). If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.	YES NO
12.	Has your Firm been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years ? (Please circle one). If "yes," indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your Firm was required to pay.	YES NO
13.	[USE IF PREQUALIFYING FOR LEASE-LEASEBACK] Has your Firm ever had payments withheld by an owner, or been assessed penalties by the Department of Industrial Relations (DIR), for the Firm's failure to comply with requirements to maintain a skilled and trained workforce on a project as defined and required by Public Contract Code section 2600 et seq. within the past five (5) years ? (Please circle one). If "yes," indicate on separate signed sheet(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of months that the Firm failed to maintain a skilled and trained workforce, and the amount(s) withheld by the owner and penalties assessed by the DIR.	YES NO
14.	Does your Firm require weekly , documented safety meetings to be held for construction employees and field supervisors during the course of a project?	YES NO
15.	Provide the name, address and telephone number of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your Firm for use on any public work project for which you are awarded a contract by the District. Use separate signed sheet(s) as necessary.	

CONTRACTOR PROJECT REFERENCES

[REVIEW, REVISE AND ADAPT FOR EACH PROJECT AND ENSURE AMOUNTS FOR THE FOUR PROJECTS ARE CONSISTENT WITH QUESTION 1a / 1b OF THE "PASS/FAIL" QUESTIONS ABOVE.]

List **ALL** projects in which your Firm has participated as a contractor or first-tier subcontractor during the past **five (5) years** with a Firm contract value of more than:

- **\$1,000,000** (if prequalifying as a **prime contractor**) or
- **\$100,000** (if prequalifying as a **first tier subcontractor**).

You may limit your response to the thirty (30) most-recently completed projects, but you **must** include at least the **four (4)** most recent California K-12 public school projects with a contract value of more than

- **\$2,000,000** (if prequalifying as a **prime contractor**) or
- **\$200,000** (if prequalifying as a **first tier subcontractor only**) performed by your Firm.

Include all information indicated below on separate signed sheets as necessary, and explain or clarify any response as necessary

Project Name/Identification:
Project address/location:
Project owner, contact person, and telephone:
Project architect name and telephone number:
If contractor was a subcontractor on the project, name of general contractor and telephone number:
Scope of Work:
Original completion date:
Date completed:
Initial contract value (as of time of bid award):
Final contract value:
Did the project include constructing or modernizing an earthquake resistant building?

CERTIFICATION

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____ (Print Name)

Title: _____

**DOWNEY UNIFIED SCHOOL DISTRICT
PREQUALIFICATION EVALUATION AND SCORING PROCEDURE**

Name of Contractor: _____, 20____

1. Confirm Firm has passing answers for the "Pass/Fail Questions (Essential Criteria)."

Note: For the first question regarding the number and size of previous K-12 projects, confirm that the Firm has listed the projects that satisfy this requirement in the "Contractor Project References" section.

2. Confirm Firm has submitted the required financial statements. If not, notify Firm in writing that its prequalification questionnaire is non-responsive for failing to include the required financial statements.

3. Score the "Scored Questions." [NOTE: THESE POINTS CAN BE MODIFIED TO SUIT YOUR DISTRICT'S GOALS]

Question/Topic/Scoring Parameters	Score	Max. Score
1. Liquidated Damages No = 20 points; Yes = 0 points		20
2. Surety Premium No = 10 points Yes, but no more than 1.5% = 5 points Yes, and more than 1.5% = 0 points		10
3. Insurer Pay No = 10 points; Yes = 0 points		10
4. EMR No = 10 points Yes, but no more than 1.5 = 5 points Yes, and more than 1.5 = 0 points		10
5. Workers' Comp. No = 10 points; Yes = 0 points		10
6. Bankruptcy No = 5 points; Yes = 0 points		10
7. Denied Bond No = 20 points Yes, but more than 3 years ago = 10 points Yes, and within past 3 years = 0 points		20
8. Filed Claims No = 50 points Yes, but no more than 1 that that did not exceed \$200,000 = 35 points Yes, but no more than 2 and none exceeding \$200,000 = 20 points Yes, and more than 2 or at least one exceeding \$200,000 = 0 points		50
9. Statutory / Code Citations No = 10 points; Yes = 0 points		10
10. EPA Citations No = 10 points; Yes = 0 points		10
11. OSHA Citations No = 10 points; Yes = 0 points		10
12. Prevailing Wage Penalties No = 20 points Yes, only 1 = 10 points Yes, and more than 1 = 0 points		20
13. [If Used] Skilled and Trained Workforce No = 10 points; Yes = 0 points		10
14. Safety Meetings <u>Yes</u> = 10 points; <u>No</u> = 0 points		10
15. Apprenticeship Program Listed = 10 points; None listed = 0 points		10
Total Score		220

4. **[Optional] Contact References and Score Responses.** Are you prequalifying based solely on the written questions or will you also contact references for **all** Firms? If you are contacting references (phone, email, etc.), complete the sheet on the next page and then return to this page for final scoring.

5. **Scoring.**

- If you are prequalifying based only on the written Scored Questions, a Total Score from the “Scored Questions” at or above **[PICK AN ACCEPTABLE MINIMUM SCORE, LIKELY BETWEEN 160-180]** will prequalify this Firm.
- If you are also **contacting** references for **all** Firms, then a total of the written Scored Questions **PLUS** the score from the references at or above **[PICK AN ACCEPTABLE MINIMUM SCORE, LIKELY BETWEEN 210-230]** will prequalify this Firm.

Sample “Averaging” Worksheet for 3 references calls per Firm – See next page	
“Total Score for This Project” from first contact	
“Total Score for This Project” from second contact	
“Total Score for This Project” from third contact	
Total	
Total divided by 3 (÷ 3)	
Add this number to the Total Score from the written Scored Questions to determine if the Firm is prequalified.	

DOWNEY UNIFIED SCHOOL DISTRICT
PREQUALIFICATION EVALUATION – REFERENCE FORM

Name of Contractor: _____, 20____

If the District contacts references for ALL contractors, the District should:

1. Fill out the information in Section I and then contact the contact person.
2. Ask the questions in Section II. Ensure that you obtain the information regarding whether the Contractor's performance in that area was unsatisfactory, below average, average or above average.
3. Complete section III with the above information and enter the average of the Total Numerical Rating of all the Evaluation Reference Forms for that Contractor at the corresponding place on the Evaluation Worksheet.
4. Use a separate "PREQUALIFICATION EVALUATION – REFERENCE FORM" for each contact and then average the scoring to obtain a score for each Contractor.
5. Contact the same number of references for each Contractor (2, 3, 4, etc.).

Section I - General Project Information

Name of Contractor:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency/School District:	Telephone Number/Email of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions (via phone call or email)

1. **Quality of Work.** Were there quality-related problems on the project? Were these problems attributable to the Contractor? Was the Contractor cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Contractor with respect to quality of work as either unsatisfactory, below average, average, or above average.**

2. **Scheduling.** Rate the Contractor's performance adhering to project schedules. Did the Contractor meet the project schedule? If not, was the delay attributable to the Contractor? **Please rate the Contractor with respect to scheduling as either unsatisfactory, below average, average, or above average.**

3. **Subcontractor (Project) Management.** Rate the Contractor's ability to manage and coordinate subcontractors (if no subcontractors, rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems? If not, provide specific examples. **Please rate the Contractor with respect to project management as either unsatisfactory, below average, average, or above average.**

4. **Change Orders.** Rate the Contractor's performance in connection with change orders and extras. Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Contractor with respect to change orders as either unsatisfactory, below average, average, or above average.**

5. **Working Relationships.** Rate the Contractor's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Contractor relate to other parties in a professional manner? If not, provide specific examples. **Please rate the Contractor with respect to working relationships as either unsatisfactory, below average, average, or above average.**

6. **Paperwork Processing.** Rate the Contractor's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, DSA-required documentation, etc.). Did the Contractor submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Contractor with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

7. **Responsiveness.** Rate the Contractor's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Contractor respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Contractor with respect to responsiveness as either unsatisfactory, below average, average, or above average.**

8. **On-Site Contractor Staff.** Rate the Contractor's on-site staff relating to their management of the site, communication and interaction with District staff, and familiarity with project scope and status. **Please rate the Contractor's on-site staff as either unsatisfactory, below average, average, or above average.**

Section III - Numerical Rating

If the contact person rates the Contractor unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Contractor's Name: _____

	Unsatisfactory	Below Average	Average	Above Average	Rating
1. Quality of Work	0	3	10	12	
2. Scheduling	0	3	8	10	
3. Subcontractor (Project) Mgt.	0	3	8	10	
4. Change Orders	0	3	8	10	
5. Working Relationship	0	2	4	6	
6. Paperwork Processing	0	2	4	6	
7. Responsiveness	0	2	4	6	
8. On-Site Staff	0	2	4	6	
Total Score for This Project					

III. 2. AUTHORIZE the advertisement for Request for Qualifications/Proposals (RFQ/P) #2020/2021-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to be charged to Measure O Bond Funds. 

Supporting Documents

 scan0525

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: February 10, 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: PRECONSTRUCTION AND LEASE-LEASEBACK SERVICES FOR THE
CONSTRUCTION OF A NEW GYMNASIUM BUILDING AT STAUFFER
MIDDLE SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for requests for qualifications/proposals (RFQ/P's) from lease-leaseback contractors for preconstruction and lease-leaseback construction services for the construction of a new gymnasium building at Stauffer Middle School.

This request is contingent on the Board of Education's passing of Resolution 202021-08, Adopt a Uniform System of Prequalifying and Rating Prospective Bidders for Certain Construction Projects.

This project will be constructed using the lease-leaseback project delivery method approved for use by the Board of Education at the meeting of September 9, 2019.

The project consists of construction of a new gymnasium building, the demolition of existing portable classroom buildings, and limited site work.

The estimated construction budget for this project is \$9 million.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Request for Qualifications/Proposals (RFQ/P) #2020/2021-01 for Preconstruction and Lease-Leaseback Services for the Construction of a New Gymnasium Building at Stauffer Middle School, to be charged to Measure O Bond Funds.

III. 3. REVIEW proposed revisions to Board Policy and Administrative Regulation 2510, Homeless Students. 

Supporting Documents



scan0526

Downey Unified School District

STUDENTS

HOMELESS STUDENTS

BP 2510

It shall be the policy of the Board of Education to ensure that all *homeless* children and youth, ~~including those who lack a fixed, regular, and adequate nighttime residence,~~ receive a free appropriate public education with meaningful opportunities to succeed in school. *The term "homeless children and youth" means individuals who lack a fixed, regular, and adequate nighttime residence. The term includes:*

- *Children and youth who are:*
 - *Sharing the housing of other persons due to loss of housing, economic hardship or a similar reason (sometimes referred to as "doubled up");*
 - *Living in motels, hotels, trailer parks, or camping grounds due to lack of alternative adequate accommodations;*
 - *Living in emergency or transitional shelters; or*
 - *Abandoned in hospitals.*
- *Children and youth who have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;*
- *Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and*
- *Migratory children who qualify as homeless because they are living in circumstances described above.*

The District will *follow the requirements of the most current McKinney-Vento Laws and Regulations in order to ensure that these children and youth* ~~often referred to as homeless~~ are free from discrimination, segregation, and harassment.

~~The District will follow the requirements of the McKinney-Vento Act.~~

Adopted: 3/4/03

Approved:

1 of 1

Downey Unified School District

STUDENTS

HOMELESS STUDENTS

AR 2510

The coordination and responsibility for carrying out the requirements of the McKinney-Vento Act and overseeing services for homeless students will be assigned to the *Senior Director of Student Safety, Wellness, and Engagement Pupil Services* as District liaison.

Definitions

The term homeless children and youth means individuals who lack a fixed, regular, and adequate nighttime residence and includes: (42 United States Code [42 U.S.C.] Section 11434a; EC Section 48852.7)

- 1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or, are abandoned in hospitals*
- 2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings*
- 3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings*
- 4. Migratory children who qualify as homeless because they are living in conditions described above*
- 5. Unaccompanied youth who are not in the physical custody of a parent or guardian*

The term school of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which shall be deemed the school of origin. (42 U.S.C. Section 11432[g][3][I]; EC Section 48852.7)

When determining the best interest in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's

Downey Unified School District
STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Definitions - continued

access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (42 U.S.C. Section 11432[g][3][B]; EC Sections 48850, 48853)

District Liaison Duties

The Superintendent designates the following staff person as the district liaison and supervisor of the support team for homeless students: (42 U.S.C. Section 11432[g][6][A])

*Dr. Robert Arroyo Jagielski
Senior Director of Student Safety, Wellness, and Engagement
Address: 11627 Brookshire Avenue, Downey, CA 90241
Email: rjagielski@dusd.net
Phone: 562-469-6564*

District Liaison Duties (42 U.S.C. Section 11432[g][6][A]; EC Section 48852.5)

1. Identify homeless children and youth in the District, both in and out of school, *through coordinated activities with other entities and agencies.*
2. Train school personnel to identify and assist homeless families.
3. Serve as a resource in facilitating immediate enrollment of homeless students *through the attainment of records necessary for student enrollment into or transfer out of district schools, including immunization, medical, and academic records.*
4. ~~Work with public and private agencies to obtain services for families and to coordinate those services. Inform parents/guardians of all educational and related opportunities available to their children and provide parents with meaningful opportunities to participate in their children's education. All parent information must be provided in a form, manner, and language understandable to each parent.~~
5. ~~Keep data on the number of students served including academic achievement. Ensure that homeless families and students receive educational services for which they are eligible.~~
6. ~~Resolve disputes or appeals from parents/guardians that arise over issues regarding enrollment and/or services. The parent or unaccompanied youth may appeal the liaison's decision using the Uniform Complaint procedure. Disseminate notice of the educational rights of homeless students in district schools that provide services to homeless children and at places where they~~

Downey Unified School District
STUDENTS

HOMELESS STUDENTS - continued

AR 2510

District Liaison Duties (42 U.S.C. Section 11432[g][6][A]; EC Section 48852.5) - continued

- receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens).*
- 7. Work with public and private agencies to obtain services for families and to coordinate those services.*
 - 8. Fully inform parents/guardians of all transportation services.*
 - 9. When notified pursuant to EC Section 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion*
 - 10. When notified pursuant to EC Section 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability*
 - 11. Keep data on the number of students served including academic achievement.*
 - 12. Resolve disputes or appeals from parents/guardians that arise over issues regarding enrollment and/or services. The parent or unaccompanied youth may appeal the liaison's decision using the Uniform Complaint procedure.*

Services

Homeless children and youth shall be provided services comparable to services offered to other students in the school including:

1. Transportation
2. Title I
3. Special Education
4. English Learner programs
5. Vocational and Technical programs
6. GATE
7. School Nutrition
8. Before and After School programs

School personnel must also inform parents of all educational and related opportunities available to their children and provide parents with meaningful opportunities to participate in their children's education. All parent information must be provided in a form, manner, and language understandable to each parent.

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions

1. All homeless children and youth are automatically eligible for free meals. Upon enrollment, the enrolling school will submit the student's name to Food Services for processing.
2. Homeless children and youth are automatically eligible for Title I services, regardless of what school they attend. The Title I director and the liaison will work together to provide in school and outside of school support services comparable to those provided to other Title I students.
3. ~~Homeless children and youth may remain at their schools of origin to the extent feasible, unless that is against the parent's or youth's wishes. Parents may at any time enroll children in the school of residence.~~
Unaccompanied youth should be referred to the liaison and/or support team for enrollment options.
4. ~~Issues dealing with lack of documentation normally required for enrollment will be immediately referred to the liaison.~~ Enrollment:
The district shall make placement decisions for homeless students based on the student's best interest. (42 U.S.C. Section 11432[g][3][B]; EC Section 48852.7. Homeless children and youth may remain at their schools of origin to the extent feasible, unless that is against the parent's or youth's wishes. Parents may at any time enroll children in the school of residence.

When making a placement decision for a homeless student, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere.

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights.

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise.

Downey Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she:

- *Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended*
- *Does not have clothing normally required by the school, such as school uniforms*
- *Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, records or other proof of immunization history*

The principal or District Liaison shall immediately contact the school last attended by the student to obtain the relevant records. Issues dealing with lack of documentation normally required for enrollment will be immediately referred to the liaison. The District Liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student.

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the District Liaison shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. The student may continue attending his/her school of origin for the duration of the homelessness. (42 U.S.C. Section 11432; EC Section 48852.7)

- *If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.*
- *If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.*

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (EC Section 48852.7)

- *Through the duration of the school year if he/she is in grades K-8*
- *Through graduation if he/she is in high school*

Downey Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

5. ~~Unaccompanied youth should be referred to the liaison for enrollment options.~~ Resolving Enrollment Disputes
If a dispute arises over eligibility, school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. (42 U.S.C. Section 11432[g][3])

The parent/guardian/unaccompanied youth shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian/unaccompanied youth can understand. The written explanation shall include:

- *The district liaison's contact information*
- *A description of the district's placement decision*
- *Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities*
- *Notice of the parent/guardian/unaccompanied youth's right to appeal the decision to the county office of education and, if necessary, to the California Department of Education (CDE)*

The District Liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. Section 11432[g][3][E])

In working with the student's parents/guardians to resolve an enrollment dispute, the District Liaison shall:

- *Inform them that they may provide written and/or oral documentation to support their position*
- *Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved*
- *Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process*
- *Provide them a copy of the dispute form they submit for their records*
- *Provide them the outcome of the dispute for their records*

If the parent/guardian/unaccompanied youth chooses to appeal the district's placement decision, the District Liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE).

Downey Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

If the parent/guardian/unaccompanied youth chooses to appeal the COE's placement decision, the COE homeless liaison shall forward all written documentation and related paperwork to the CDE.

6. Transportation

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries but continues to attend his/her school of origin within this district, the District Liaison shall consult with the superintendent or designee of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 U.S.C. Section 11432[g][6][A])

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an individualized education program that includes transportation as a necessary related service for the student. (EC Section 48852.7)

7. Transfer of Coursework and Credits

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (42 U.S.C. Section 11432[g][1][F]; EC Section 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (42 U.S.C. Section 11432[g][1][F]; EC Section 51225.2)

Downey Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under EC Section 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (EC Section 51225.2)

8. Applicability of Graduation Requirements

To obtain a high school diploma, a homeless student shall complete all courses required by EC Section 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board. However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school

by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (EC Section 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (EC Section 51225.1)

Downey Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

The District Liaison shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (EC Section 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (EC Section 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (EC Section 51225.1)

If the District Liaison determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (EC Section 51225.1)

- *Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to*
- *the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution*
- *Provide information to the homeless student about transfer opportunities available through the California Community Colleges*
- *Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements*

9. Eligibility for Extracurricular Activities

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (42 U.S.C. Section 11432[g][1][F]; EC Section 48850[a][2])

Downey Unified School District
STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions - continued

10. Notification and Complaints

Information regarding the educational rights of homeless students, as specified in EC sections 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 California Code of Regulations Section 4622. (EC sections 51225.1, 51225.2)

Information regarding this policy will be part of the required parent notification provided each year and will be posted at each school site.