BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA March 9, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street Bellflower,

CA 90706

Board of Education



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



Regular Board of Education Meeting

March 9, 2021

Closed Session - 4:00 p.m. Open Session - approximately 5:00 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/86817227562?pwd=WGdaTkdMUERhOTBJSUlpUWNlZ1EzZz09

Passcode: 957776

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

Webinar ID: 868 1722 7562

Passcode: 957776

Public Comment:

Persons who want to comment on agendized and non-agendized items are invited to submit comments via email to **publiccomment0309@dusd.net** by **Tuesday**, **March 9**, **2021**, **at 3:00 p.m.** All public comments regarding agendized items only will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).



AGENDA

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 see information below:

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To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833

Webinar ID: 868 1722 7562 Passcode: 957776

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment0309@dusd.net</u> by Tuesday, March 9, 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.

I. GENERAL BOARD FUNCTIONS

1. CALL TO ORDER

Call to Order by Mr. D. Mark Morris, President of the Board of Education, at 4:00 p.m. on Tuesday, March 9, 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. Giovanna Perez-Saab, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

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



- 5. ADOPT Agenda #19 for the Regular Meeting of the Board of Education held on March 9, 2021.
- 6. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.
- 7. APPROVE Official Minutes of the Regular Board of Education Meeting held on February 10, 2021, as submitted or with necessary corrections.

8. RECEIVE the Official 2021 California School Boards Association Delegate Assembly Ballot for Region 24, and CAST vote(s) for no more than six candidates.

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

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

II. CLOSED SESSION

Retire into Closed Session to discuss:

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

III. CONSENT AGENDA

- 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through February 2021.
- 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 Agreement for Deaf and Hard of Hearing Services Special Education, with the Los Nietos School District, from July 1, 2020 through June 30, 2021.
- 4. APPROVE Written Oversight Agreement for Supervision with Hiroshi M. Sasaki, Ph.D., to provide clinical supervision to Leticia Villalva, District Psychologist, to meet licensing requirements for a doctoral degree.
- 5. APPROVE Settlement Agreement for OAH Case No. 2020100957.
- 6. APPROVE Settlement Agreement for OAH Case No. 2020110601.

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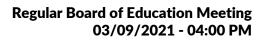
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	 APPROVE Compromise and Release Agreement OAH Case No. 2020120603 for a Downey Unified student from March 9, 2021 through December 31, 2021. 	
	 APPROVE proposed revisions to Board Policy and Administrative Regulation 2510, Homeless Students. 	46
	APPROVE Membership to College Board for the 2020-21 school year to provide access to AP as well as other college board resourcing content.	
1	 RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from January 26, 2021 through February 23, 2021. 	58
1	 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 January 2021, covered by Payroll Orders issued through February 2021. 	60
1	2. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20160892 and 20167453, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning February 1, 2021 and ending February 28, 2021.	62
1	 RATIFY Amendment No. 2 with PIH Health Hospitals to extend the current agreement for CTE health occupation students from January 1, 2021 through June 30, 2021. 	64
1	4. RATIFY Amendment to Service Agreement No. 202021-50A with Sea Change Therapy to increase Occupational Therapy and Assistive Technology Services for PK-12 Special Education students and extend contract date.	67
1	5. RATIFY Amendment #4 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from February 2, 2021 through April 8, 2021.	70
1	6. APPROVE Amendment No. 1 to the Memorandum of Understanding with the City of Downey to allow all secondary students of the District to use student ID cards to access Downey City Library Materials.	73
1	7. RATIFY Agreement for Reimbursement for Off-Site Improvements with the City of Downey from February 15, 2021 through May 14, 2021.	76
1	 APPROVE Contract No. C-201819:20:21 with the Los Angeles County Office of Education (LACOE) to provide three 4-hour trainings in Executive Functioning, Explicit Instruction, and Universal Design for Learning for District staff from March 25, 2021 through June 30, 2021. 	84
1	9. APPROVE the Los Angeles County Plan for Expelled Students that addresses the needs of all expelled students in Los Angeles County, as required by EC Section 48926.	93

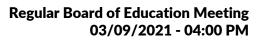


20.	APPROVE Service Agreement No. 202021-259 with Los Angeles County Office of Education to provide professional development workshops for District staff from April 1,	
	2021 through April 30, 2021. Ø	124
21.	RATIFY Service Agreement No. 202021-268 with Olive Crest for Behavior Intervention Implementation Services from January 25, 2021 through April 1, 2021.	132
22.	RATIFY Service Agreement No. 202021-270 with Collins Company to provide materials and install a mesh roof shade for the batting cage at Downey High School, from February 9, 2021 through March 31, 2021.	137
23.	RATIFY Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-272 with Aurora Industrial Hygiene, South Pasadena, to provide hazardous materials removal monitoring services for painting projects at Downey High School, in the amount of \$1,385.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
24.	RATIFY Service Agreement No. 202021-273 with The Flippen Group, LLC, for Excel-ing Virtual Training for Downey Unified staff on February 3, 2021.	142
25.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-274 with McCullah Fence Company, Bell Gardens, to remove and replace chain link fencing at Unsworth Elementary School, in the amount of \$5,675.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
26.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-275 with Jolt Electric, Inc., Rancho Cucamonga, to prepare and install flat screen monitors at Gauldin, Imperial, Old River, Rio San Gabriel and Unsworth Elementary Schools, and Columbus High School, in the amount of \$5,825.00, to be charged to Special Resource/Technology Funds. (under separate cover)	
27.	APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-276 with Aurora Industrial Hygiene, South Pasadena, to provide hazardous materials monitoring services at Ward Elementary School and Pace School, in the amount of \$9,255.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
28.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-277 with George's Tree & Landscape Service, Downey, to provide tree trimming and removal services at Downey High School, in the amount of \$3,900.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
29.	RATIFY Service Agreement No. 202021-278 with Haynes Family of Programs - STAR Academy for Educational Related Intensive Counseling Services from February 4, 2021 through August 1, 2021.	147





30.	RATIFY Service Agreement No. 202021-279 with Haynes Family of Programs - STAR Academy for Supplemental Academic Support from February 4, 2021 through August 1, 2021.	152
31.	RATIFY Service Agreement No. 202021-280 with Haynes Family of Programs - STAR Academy for In-Person College Readiness/Career Awareness Services from February 4, 2021 through June 4, 2021.	157
32.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-281 with Hendrix Painting, Inc., Long Beach, to paint the first and second floor interior of the science building at Warren High School, in the amount of \$7,850.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
33.	APPROVE Service Agreement No. 202021-282 with Grupo Crecer to provide parent education workshops virtually via Zoom.	162
34.	RATIFY Service Agreement No. 202021-283 with Hathaway-Sycamores Child and Family Services to provide ESS Services Tier 1 from January 26, 2021 through June 30, 2021.	167
35.	RATIFY Service Agreement No. 202021-285 with Haynes Family of Programs - STAR Academy to provide compensatory education per a CDE corrective from February 10, 2021 through June 30, 2021.	172
36.	RATIFY Service Agreement No. 202021-286 with Olive Crest to provide virtual aide support from February 16, 2021 through May 28, 2021.	177
37.	RATIFY Service Agreement No. 202021-288 with Haynes Family of Programs - STAR Academy for Speech and Language Services from February 16, 2021 through June 4, 2021.	183
38.	RATIFY Service Agreement No. 202021-289 with Haynes Family of Programs - STAR Academy for Supplemental Academic Support from February 16, 2021 through December 31, 2021.	188
39.	RATIFY Service Agreement No. 202021-290 with First Steps for Kids, Inc. to provide Behavior Intervention Implementation and Behavior Intervention Development Services from February 5, 2021 through April 1, 2021.	193
40.	RATIFY Independent Consultant Services Agreement No. 202021-291 with Ibis Ausensi for written translation only of various documents for parent trainings, conferences and workshops from February 9, 2021 through June 30, 2021.	198
41.	APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-292 with Joseph C. Truxaw and Associates, Inc., Orange, to provide topographic ground surveying services to Stauffer Middle School, in the amount of \$7,900,00, to be charged to Measure O Bond Funds, (under separate cover)	





42.	APPROVE Service Agreement No. 202021-294 with Rob Wiltsey Creative Partners, dba School Shine, to provide video production and video rework services from March 9, 2021 through June 30, 2021.	204
43.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-295 with 3D Concrete, Downey, to pour concrete slabs under bleacher areas at Downey and Warren High Schools, in the amount of \$38,028.00, to be charged to Restricted Maintenance Funds. (under separate cover)	
44.	APPROVE Agreement No. 202021-296 with Cooperative Strategies, LLC to prepare a residential and commercial/industrial development school fee justification study report for the 2021 calendar year.	210
45.	RATIFY Service Agreement No. 202021-297 with Capturing Kids' Hearts to provide Excel-ing Virtually Trainings from February 24, 2021 through March 24, 2021.	226
46.	RATIFY Agreement No. 202021-298 with the San Joaquin County Office of Education/CodeStack to use EDJOIN advertising services to advertise for vacant positions within the District from July 1, 2020 through June 30, 2021.	235
47.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-299 with Montgomery Hardware Company, Rancho Cucamonga, to furnish and install doors at Alameda, Pace, and Rio Hondo Elementary Schools, in the amount of \$11,077.92, to be charged to Restricted Maintenance Funds. (under separate cover)	
48.	APPROVE Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-300 with Aurora Industrial Hygiene, South Pasadena, to provide mold inspection services in the T-Portable Buildings at Downey High School, in the amount of \$3,050.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
49.	APPROVE the Memorandum of Understanding with the County of Los Angeles, Department of Public Health, for Department of Public Health Vaccine Administration Project through the Downey Adult School from March 9, 2021 through January 31, 2022.	238
50.	RENEW Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-Rate), to AMS.NET, Livermore, in the amount of \$100,829.70, to be charged to the General and E-Rate Funds.	273
51.	ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140294-1 for the purchase of office supplies with SourceOne Office Products, Inc., Santa Fe Springs, by the Downey Unified School District, in the estimated amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, on an as needed basis to fill orders for office supply items with the same advantages, terms and	
	conditions.	275



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60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-266 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$15,000.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	293
61. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-277 for tree trimming services at Downey High School with George's Tree & Landscape Service, Downey, in the final amount of \$3,900.00, 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.	295
62. APPROVE the March 2021 budget transfers and adjustments for the 2020-21 fiscal year.	297
63. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.	327
IV. GENERAL ADMINISTRATIVE	
 ADOPT Resolution No. 202021-11, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Gymnasium Building at Griffiths Middle School. 	356
 ADOPT Resolution No. 202021-12, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Gymnasium Building at Sussman Middle School. 	360
3. ADOPT Resolution No. 202021-13, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Library Building at Sussman Middle School.	364
4. REVIEW Resolution No. 202021-14 and the Preliminary Official Statement, authorizing the issuance of Downey Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series C, and actions related thereto for adoption at the April 20, 2021 Board of Education Meeting. (under separate cover)	368
V. SPECIAL ADMINISTRATIVE - Instruction	
 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. APPROVE Curriculum Changes to Clock Hours for the Paralegal CTE Program currently being offered from 624 hours to 832 hours.	372



3. APPROVE Grant Sub-Agreement between Rancho Santiago Community College District and Downey Unified School District which serves as the Fiscal Agent for the K12 Strong Workforce Program for Los Angeles and Orange Counties from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division to subgrant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, highwage occupations, effective January 1, 2021 through June 30, 2023. (under separate cover)

VI. SPECIAL ADMINISTRATIVE - Business

 RECEIVE Administrative Report: 2020-21 Second Period Interim Financial Report as of January 31, 2021 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year.

374

VII. SPECIAL ADMINISTRATIVE - Personnel

1. APPROVE the Revisions to the Full Distance Learning Memorandum of Understanding between the Downey Education Association and the Downey Unified School District.

376

VIII. ITEMS FOR FUTURE AGENDA

IX. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, April 20, 2021, at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

X. CLOSED SESSION

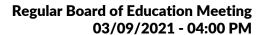
Retire into Closed Session to discuss:

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

XI. 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. 7. APPROVE Official Minutes of the Regular Board of Education Meeting held on February 10, 2021, as submitted or with necessary corrections.

Supporting Documents



BdMinutes2-10



Regular Board of Education Meeting 02/10/2021 04:00 PM

Downey Unified School District Meeting held Virtually - Electronically or Telephonically

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https://dusd-net.zoom.us/j/82411500935?pwd=Z1hyOUdGUHR6S2dxYjJaQ1ZTYjROZz09 Passcode: 577444

> To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 824 1150 0935 Passcode: 577444

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment0210@dusd.net</u> 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).

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 Barbara Samperi, Board Vice 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 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 was led by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mr. Jose J. Rodriguez, Member of the Board of Education.

4. ROLL CALL

Present

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.

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

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.

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

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

Mr. Rodriguez expressed his appreciation to the Food Service staff for serving our families healthy meals that taste good throughout this pandemic. He thanked Ms. Greaney and *The Patriot* for publishing the article about him and his family. Mr. Rodriguez noted that he was listening to some of his children's Zoom classes and was very impressed by Mr. Manzanares

and how he was engaging the students. He also recognized Mr. Nunly, the football coach who is providing physical conditioning to students and motivating the students to keep their grades up.

Mrs. Saldaña acknowledged our Food Services staff for receiving the Marketing Meal Program award. She thanked the parents that are here tonight for being involved in their students' lives and noted that we are working hard to get our kids safely back to school. Mrs. Saldaña noted that this pandemic has stolen lives and opportunities and expressed the need to continue to keep going and work hard to get this behind us. She added that we understand what our families are all going through.

Mrs. Perez-Saab thanked the parents who are in attendance outside at tonight's meeting. She thanked the families, teachers and administrators for all their work during this pandemic. Mrs. Perez-Saab reported that the District is providing parent workshops and the schools are having activities for students, which she appreciates. She noted that the virtual TLC 5K is coming up on Saturday.

Ms. Swenson thanked the teachers, parents and administrators for advocating for our students during this pandemic. She thanked Dr. Brossmer and Dr. Shannon for providing the Return to School Update every meeting and giving the facts about getting our kids back to school. Ms. Swenson announced that some schools are holding Open Houses virtually. She apperciates the Dual Enrollment and Advanced Placement course information that is being provided for our students to attain college credit while still in high school. Ms. Swenson reported that the TLC 5K is being done virtually this year, which is much easier, and that she has been out there walking with her dogs.

Mrs. Sodetani reported that she had the pleasure of attending the DHH TK & K students' virtual play entitled *Tacky the Penguin*, which was very well done with students in costumes. She expressed her appreciation for the grocery carts that were donated to TLC and the HELPS room.

Mrs. Samperi was very impressed with the Dual Enrollment and Advanced Placement courses we are offering to our high school students as well as the Coding class that Mrs. Toledo provided for our students. Mrs. Samperi expressed her appreciation to the Food Services staff for providing meals for our families throughout this pandemic and noted how important it is. She thanked the community for over \$12,000 in donations, mostly to TLC, on tonight's agenda.

Mr. Morris appreciated the *Character Connection* information provided through our CHARACTER COUNTS! program here in Downey Unified. He was pleased to see the article about Mr. Rodriguez in *The Patriot*, which was well written and very informative, and noted that he is a great addition to the Board. Mr. Morris thanked Dr. Garcia and the City of Downey Mayor for the joint letter requesting the LA County Department of Health allow us to administer the vaccine to our teachers and community.

Dr. Garcia added that they are working hard to get the vaccine for our staff and noted that we are partnering with the Whittier City School District next Friday to get our teachers and staff over 65 vaccinated. He noted we have informed the Public Department of Health that we can vaccinate our own staff if they would authorize it. Dr. Garcia stated that we want to get our kids back in school as soon as possible as it has been almost 11 months, but noted that we do not have control over all decisions. He noted that the State has continued to erode the school districts' power to make decisions. Dr. Garcia expressed his appreciation to the parents and staff for all they

have done as they have been amazing. He reiterated that we will continue to push to get us back in the classroom. Dr. Garcia shared that the Human Relations Council (HRC) has been doing good work toward creating a draft Equity Plan to present to the Board this summer and thanked the HRC members who have spent many hours serving. He congratulated our eSports teams and showed the trophy that was presented by our sponsors, noting the winners will be able to visit Blizzard. Dr. Garcia added that eSports is a huge industry and is a viable profession for our students.

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

The following public comments, concerns and/or questions were submitted via email and read:

Kelly Garcia, regarding the lack of planning for Black History Month

Erica Mendoza, regarding BP 8210, Board Members and Terms of Office, requesting that term limits be set for Board members

II. CONSENT AGENDA

Agenda Item No. 41 was pulled from the Consent Agenda and moved to the General Administrative portion of the Agenda.

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

- 1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through January 2021.
- 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:
- 3. RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registation fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 36. APPROVE the Memorandum of Understanding between Pacific Oaks College and Downey Unified School District, effective February 10, 2021 through February 10, 2024.
- 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.
- 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.
- 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.
- 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.
- 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.
 - Item was pulled from Consent Agenda and moved to the General Administrative portion of the Agenda.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 55. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- 56. APPROVE the duties for the proposed position of Communications Specialist, effective February 11, 2021.
- 57. APPROVE the duties for the proposed position of Facilities Construction Coordinator, effective February 11, 2021.

III. GENERAL ADMINISTRATIVE

Consent Agenda Item No. 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.

Motion made by: Barbara Samperi
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. ADOPT Resolution No. 202021-08 to establish a uniform system of prequalifying and rating prospective bidders for certain construction projects.

Motion made by: Nancy Swenson
Motion seconded by: Barbara Samperi
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

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.

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

3. REVIEW proposed revisions to Board Policy and Administrative Regulation 2510, Homeless Students.

IV. SPECIAL ADMINISTRATIVE - Instruction

The following public comments, concerns and/or questions were submitted via email and read regarding not returning to school until vaccinations are provided for teachers:

Kevin Welch

The following public comments, concerns and/or questions were submitted via email and read regarding the need to return to school immediately:

Carlos Gomez

Marisa Zavala

Melanie Pelayo

Xochitl Echeverria

Daisy Alvizo

Angie Gomez

Susan Neff

Cristina Gamboa

Marga Gomez

Nancy Mendoza

Mariana Martin

Mindy Paredes

Katelynn Paredes

Trevor Pelayo

The following public comments, concerns and/or questions were submitted via email and read regarding not returning to school until it is safe to do so:

Maria Andrade

The following public comments, concerns and/or questions were submitted via email and read regarding the need for more Distance Learning instruction in the core areas:

Karina Tosolini Lopez

- 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.

Motion made 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

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.

The meeting was recessed at 6:17 p.m. and reconvened at 6:25 p.m.

VII. CLOSED SESSION

The Board of Education retired into Closed Session at 6:26 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 7:56 p.m.

During its recently concluded Closed Session, the Board voted unanimously to approve a settlement agreement resolving the employment of a permanent classified employee, Number RH2352608. 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 calendar 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.

VIII. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 7:59 p.m. in memory of William "Bill" Bernard, Mortimer Dorris, Rigoberto Remigio Gonzalez and Harry Niethamer.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education

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



I. 8. RECEIVE the Official 2021 California School Boards Association Delegate Assembly Ballot for Region 24, and CAST vote(s) for no more than six candidates.

Supporting Documents



scan0538

This complete, ORIGINAL Ballot must be SIGNED by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than MONDAY, MARCH 15, 2021. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT **REGION 24**

(Los Angeles County)

Number of vacancies: 6 (Vote for n	o more than 6 candidates)
Delegates will serve two-year terms beginni	ng April 1, 2021 - March 31, 2023
Jan Baird (South Whittier ESD)*	
Carolyn Castillo (El Rancho Unified SD)	
Yesenia Cuarenta (Paramount Unified SD)	
Jennifer De Baca Sandoval (Whittier City ES)	D)
Carolyn Castillo (El Rancho Unified SD)	
Jorge Tirado (Norwalk-La Mirada Unified SD	
Provision for Write-in Candidate Name	School District
Signature of Superintendent or Board Clerk	Title
School District Name	Date of Board Action

REGION 24 - 14 Delegates (12 elected/2 Appointed♦)

Director: Leighton Anderson (Whittier Union HSD)

Below is a list of all elected or appointed Delegates from this Region.

Los Angeles County: Southwest Crescent

Micah Ali (Compton USD), term expires 2021
Jan Baird (South Whittier ESD), term expires 2021
Maggie Bove-LaMonica (Hermosa Beach City ESD), 2022
Diana Craighead (Long Beach) , appointed term expires 2022
Jeremy Gerson (Torrance USD), term expires 2022
Megan Kerr (Long Beach USD), appointed term expires 2021
Karen Morrison (Norwalk-La Mirada USD), term expires 2022
Harunobu Nishii (ABC USD), term expires 2021
Ann Phillips (Lawndale ESD), term expires 2022
Satra Zurita (Compton USD), term expires 2021
Vacant, term expires 2021
Vacant, term expires 2021

Vacant, term expires 2022

Vacant, term expires 2022

Counties

Los Angeles



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

Supporting Documents



scan0551

Downey Unified School District

Office of the Superintendent

DATE:

March 9, 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. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from Cristina Garcia of Assembly 2020, to be used in support of the TLC Family Resource Center:
- 2. Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from the Downey Administrators Association, to be used in support of the TLC Family Resource Center;
- 3. Sponsorship donation of \$1,500.00 for the Healthy Downey 5K for TLC from Angelita P. Rademaker, to be used in support of the TLC Family Resource Center:
- 4. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center;
- 5. Donation of \$120.00 from Dianne and Joseph Lumsdaine, to be used in support of the TLC Family Resource Center;
- Sponsorship donation of \$500.00 for the Healthy Downey 5K for TLC from the Downey Education Association, to be used in support of the TLC Family Resource Center;
- 7. Sponsorship donation of \$250.00 for the Healthy Downey 5K for TLC from the Katherine D. Estevez, to be used in support of the TLC Family Resource Center:
- 8. Donation of various grocery store, Subway and Arco gift cards from Nikolina Anagnostou, value determined by donor to be \$350.00, to be used in support of the TLC Family Resource Center:

- Donation of a stereo receiver with two speakers, a triple CD player, dual cassettes, a headphone jack and remote from Odette Perreault, value determined by donor to be \$200.00, to be used in support of the Stauffer Middle School Band Department;
- 10. Donation of 12 laundry kits, 12 cleaning kits, feminine hygiene products and shelf stable food from Downey Rotary Club, value determined by donor to be \$300.00, to be used in support of the TLC Family Resource Center;
- 11. Donation of shelf stable food and feminine hygiene products from Century 21 Peak, value determined by donor to be \$500.00, 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 February 2021.



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

Supporting Documents



scan0540

Downey Unified School District Office of the Superintendent

DATE: TO:

March 9, 2021 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> Ernesto	<u>Last</u> Estrada Cruz	Position Irrigation Specialist	<u>Dates</u> 10/23/2019	Conference Title The 2019 Long Beach Landscape Expo	Location Long Beach
Jessica	Worthy	Teacher	10/23/2020 to 10/25/2020	Bridging the Pandemic Gap	Virtual
Diana	Rael	Nurse	2/5/2021 & 2/6/2021	CSNO Core Conference	Virtual
Matthew	Lostetter	Teacher	2/10/2021	English Language and Composition Workshop	Virtual
Sarah Charlotte	Evensen, Ph.D.	TOSA	2/28/2021 to 3/2/2021	Educating for Careers	Virtual
John	Harris	Director	2/28/2021 to 3/2/2021	Educating for Careers	Virtual
Karlin	LaPorta	TOSA	2/28/2021 to 3/2/2021	Educating for Careers	Virtual
Jayro	Roman	Administrator	3/3/2021 to 3/12/2021	Other Means of Correction, Suspension & Expulsion	Virtual
Ebony	Jordan	Assistant Principal	3/3/2021 to 3/5/2021	College Board - A Dream Deferred	Virtual
Edward	Lara Jr.	Teacher	3/3/2021 to 3/5/2021	College Board - A Dream Deferred	Virtual
Cassandra	Villa	Teacher	3/3/2021 to 3/5/2021	College Board - A Dream Deferred	Virtual
Robert	Jagielski	Director	3/5/2021 to 3/12/2021	Other Means of Correction, Suspension & Expulsion	Virtual
Carrie	Kim	TOSA	3/8/2021	LCAP: A Focused Look at the New Templates	Virtual
Veronica	Lizardi	Director	3/8/2021	LCAP: A Focused Look at the New Templates	Virtual
Lisa	Rawlings	Coordinator II, Early Ed	3/8/2021	LCAP: A Focused Look at the New Templates	Virtual
Shannon	Romo	Program Specialist	3/11/2021 & 3/12/2021	2021 Virtual California ADR Conference	Virtual
Joshua	Roberson	Inst. Tech. Coach	3/22/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Tanya	Bishop	TOSA	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Melissa	Canham	TOSA	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Jennifer	Gamero	Inst. Tech. Coach	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Marnie	Luevano	Inst. Tech. Coach	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Rani	Maline-Bertsch	Director	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Leslie	Neill	Inst. Tech. Coach	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Carole	Ozima	TOSA	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Jennifer	Robbins	Director	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Jennifer	Toledo	TOSA	3/23/2021 to 3/27/2021	California Association for Bilingual Education Conf.	Virtual
Christina	Ciatti	Teacher	3/27/2021 to 3/31/2021	American Academy of Professional Coders	Dallas, TX

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.



III. 3. RATIFY Agreement for Deaf and Hard of Hearing Services - Special Education, with the Los Nietos School District, from July 1, 2020 through June 30, 2021.

Supporting Documents



DHH Los Nietos

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

AGREEMENT FOR

DEAF AND HARD OF HEARING SERVICES SPECIAL EDUCATION

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

The Los Nietos School District, hereinafter referred to as "District" is located at 8324 Westman Ave. Whittier, CA 90606.

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

799284.1

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 <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> 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 <u>DOWNEY UNIFIED SCHOOL DISTRICT</u>. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
- (b) <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> 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:

Los Nietos School District 8324 Westman Ave Whittier, CA 90606

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. <u>INDEPENDENT CONTRACTOR</u>

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) <u>all</u> 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 <u>DOWNEY UNIFIED SCHOOL DISTRICT</u> 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 <u>shall</u> 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. <u>DOWNEY UNIFIED SCHOOL DISTRICT BUDGET/GRANT FUNDS</u> <u>CONTINGENCY</u>

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: 2-9-21	Ву:
	LOS NIETOS SCHOOL DISTRICT Executive Director Business and Finance
Dated:	By:

Fed. Tax I.D.

Christina Aragon

Business Services

Associate Superintendent

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:
 - 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.
 - 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.
 - 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.
 - 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.
 - 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.
- 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:
 - 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.
 - 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.

- 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.
- 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 <u>DOWNEY UNIFIED SCHOOL</u>

 <u>DISTRICT</u> any and all student records <u>DOWNEY UNIFIED SCHOOL DISTRICT</u>
 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.



III. 4. APPROVE Written Oversight Agreement for Supervision with Hiroshi M. Sasaki, Ph.D., to provide clinical supervision to Leticia Villalva, District Psychologist, to meet licensing requirements for a doctoral degree.

Supporting Documents





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

Board of Education

President

D. Mark Morris

Vice President Barbara R. Samperi

Clerk Martha E. Sodetani

Members Giovanna Perez-Saab Jose J. Rodriguez Linda Salomon Saldaña Nancy A. Swenson

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

WRITTEN OVERSIGHT AGREEMENT FOR SUPERVISION

Date: February 16, 2021

Supervisee Name: Leticia Villalva

Supervisor Name: Hiroshi M. Sasaki, Ph.D.

Employer Name: Downey Unified School District

This letter serves as an oversight agreement between Downey Unified School District (DUSD) and Hiroshi M. Sasaki, Ph.D. (Dr. Sasaki). DUSD agrees to allow Dr. Sasaki, who is not employed by DUSD, to provide clinical supervision to Leticia Villalva.

Dr. Sasaki agrees to take supervisory responsibility for the services provided by Leticia Villalva. Dr. Sasaki shall ensure that the extent, kind and quality of services performed is consistent with Leticia Villalva's training, education, and experience and is appropriate in extent, kind and quality.

The DUSD is aware of the licensing requirements that must be met by Leticia Villalva and agrees not to interfere with Dr. Sasaki's legal and ethical obligations to ensure compliance with those requirements. Dr. Sasaki will be provided access to clinical records of individual clients counseled and/or tested by Leticia Villalva upon receiving parent consent for the release of such records.

Dr. Sasaki agrees to not work directly with students or children, be in their proximity, nor be present on DUSD District campuses. He understands that he will not have access to District or student records without signed full parent release of information.

The DUSD is not responsible nor liable for any services rendered to students and families.

Dr. Hiroshi M. Sasaki		
Supervisor Printed Name	Supervisor Signature	Date
Christina Aragon		
DUSD Authorized Representative	Signature	Date



III. 8. APPROVE proposed revisions to Board Policy and Administrative Regulation 2510, Homeless Students.

Supporting Documents



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

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 <u>school of origin</u> 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

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

<u>Definitions</u> - 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

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

<u>District Liaison Duties (42 U.S.C. Section 11432[g][6][A]; EC Section 48852.5)</u> - 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.

Unified School District

STUDENTS

HOMELESS STUDENTS - continued

AR 2510

Additional Services and Provisions

 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.

 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.

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

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[q][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).

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)

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)

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])

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.

10 of 10

Adopted: 3/4/03



III. 10. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from January 26, 2021 through February 23, 2021.

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Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR JANUARY 26, 2021 - FEBRUARY 23, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$3,003,626.53	PO1 PO2W PO3W	210000000026 210000000329 210000001054	21000000303 210000001295 210000001639
FUND 01.1 SELPA ADMIN UNIT \$14,577.26	PO3W	210000001474	210000001640
FUND 01.2 SELPA SCHOOL \$621.78	PO3W	210000001629	210000001629
FUND 11.0 ADULT \$32,197.20	PO2W PO3W	210000000829 210000000785	210000000829 210000001623
FUND 13.0 CAFETERIA \$485,572.65	PO1 PO2W PO3W	21000000258 21000000166 210000001417	210000000259 210000001248 210000001621
FUND 14.0 DEFERRED MAINTENANCE \$121,518.88	PO2W PO3W	200000001132 210000000964	210000001280 210000001565
FUND 21.0 BOND MEASURE O \$1,175,568.95	PO1 PO2W PO3W	20000000358 20000001530 21000001484	20000000358 210000001294 210000001570
FUND 25.0 CAPITAL FACILITIES FUND \$61,262.86	PO2W	21000000195	210000001195
FUND 67.1 SELF INS WORKERS' COMP \$108,111.00	PO2W	210000001210	210000001217



III. 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 January 2021, covered by Payroll Orders issued through February 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

March 9, 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 January 2021, covered by Payroll Orders issued through February 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #H10-N	167,184.84	795.23	1,512.00	3,006.46	106,476.98	
Reg. #H10-C	643.50					
Reg. #H1N-N	147,582.84	659.98	1,307.32	2,090.62	99,451.41	
Reg. #H1L-C	643.50					
Reg. #E4N-N		13,480.20			157.52	57.70

TOTAL

\$545,050.10



III. 12. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20160892 and 20167453, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning February 1, 2021 and ending February 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

March 9, 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 20160892 and 20167453 issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning February 1, 2021 and ending February 28, 2021:

General Fund (01.0)	Total	3,797,331.06
SELPA Administrative Unit Fund (01.1)	Total	6,098.73
SELPA Programs Fund (01.2)	Total	58,516.42
SELPA Pass Through Fund (10.0)	Total	1,467,864.32
Adult Education Fund (11.0)	Total	100,310.75
Cafeteria Fund (13.0)	Total	268,821.75
Deferred Maintenance Fund (14.0)	Total	316,533.45
Building Fund (21.0)	Total	3,508,752.46
Special Reserve Technology Fund (40.2)	Total	7,898.44
Workers' Comp Self-Insurance Fund (67.1)	Total	196,590.86
Health & Welfare Self-Insurance Fund (67.2)	Total	1,260,516.43
Dental Care Self-Insurance Fund (67.3)	Total	226,903.65
Vision Care Self-Insurance Fund (67.4)	Total	40,264.80
Retirement Medical Self-Insurance Fund (67.5)	Total	21,484.71
Payroll Clearance Fund (76.0)	Total	1,872,924.30



III. 13. RATIFY Amendment No. 2 with PIH Health Hospitals to extend the current agreement for CTE health occupation students from January 1, 2021 through June 30, 2021.

Supporting Documents



AMENDMENT NO. 2 TO DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT

This Amendment No. 2 to the Downey Unified School District Agreement, (hereinafter referred to as this "Amendment") is made and entered into on January 1, 2021, by and between PIH Health Hospital - Whittier d/b/a PIH Health Whittier Hospital, PIH Health Hospital - Downey d/b/a PIH Health Downey Hospital, PIH Health Physicians and Good Samaritan Hospital d/b/a PIH Health Good Samaritan Hospital, all California nonprofit public benefit corporations, (formerly referred to as "PIH Health Parties" and hereinafter collectively referred to as "PIH Health"), and Downey Unified School District (formerly referred to as "University" and hereinafter referred to as "College"), for the purpose of defining and modifying the terms of the Agreement as hereinafter set forth.

RECITALS

Agreement. The parties entered into the Agreement on October 21, 2015, for the purpose of a student affiliation agreement for CTE health occupation students;

Memorialization. Notwithstanding that the Agreement's terms has elapsed, the parties have continuously adhered to all of the terms and conditions of the Agreement through and including January 1, 2021 when the parties entered Amendment No. 2. Therefore, the parties desire, in part, by this Amendment memorialize the holdover period to document the continuity of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants hereinafter contained, the parties agree as follows:

AMENDMENT

- 1. <u>Term and Termination</u>. This Agreement shall be effective January 1, 2021 through June 30, 2021. Either party may cancel this Agreement without cause or penalty, upon written notice, provided the notice to terminate is mailed to the other party not less than thirty (30) days in advance of termination.
- Additional Parties: Effective January 1, 2021, Good Samaritan Hospital d/b/a PIH Health Good Samaritan Hospital, will be incorporated into the Agreement with the College and services will be effective January 1, 2021, under the same terms and conditions of this Agreement.
- 3. <u>All Other Provisions</u>. All other provisions of the original Agreement not otherwise affected or changed by reason of the foregoing shall remain in full force and effect.

Signatures on Next page:

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Executed on January 1, 2021 at Whittier, California.

PIH Health Hospital - Whittier d/b/a PIH Health Whittier Hospital PIH Health Hospital - Downey d/b/a PIH Health Downey Hospital

Both California Nonprofit Public Benefit Corporations

PIH Health:

This Agreement is binding upon PIH Health only upon signature by the President & Chief Executive Officer.

By:
James R. West
President and Chief Executive Officer
Date:
PIH Health Physicians
PIH Health Hospital - Downey d/b/a PIH Health Downey Hospital Both California Nonprofit Public Benefit Corporations
Both Camornia Nonprofit Fubile Beliefit Corporations
Ву:
James R. West
Chief Executive Officer
Date:
College:
Downey Unified School District
By: Christina Aragon
Associate Superintendent, Business Services
Date:
Dato

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III. 14. RATIFY Amendment to Service Agreement No. 202021-50A with Sea Change Therapy to increase Occupational Therapy and Assistive Technology Services for PK-12 Special Education students and extend contract date.

Supporting Documents



D.U.S.D. Agreement No. 202021-50 Purchase order No. PO2W-21*1151 Board Approval Date: July 20, 2020 1st Amendment Board Approval Date: March 9, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT 202021-50A

THIS AMENDMENT to AGREEMENT is made this 9th day February 2021 between Sea Change Therapy, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETIL

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT 202021-50 approved by the Board of Education on July 2021 to provide OT Services for PK-12 Special Education Students, to include the following:
 - A. By adding additional Occupational Therapy (24 hours weekly) and Assistive Technology services per (10 hours weekly); and
 - B. By increasing the AGREEMENT amount by \$78,000 DOLLARS from \$82,656 DOLLARS, for a total AGREEMENT amount of \$160,656 DOLLARS; and
 - C By extending the contract completion date from June 2, 2021 to be through June 30, 2021
- 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 202021-50 shall remain in full force and effect.

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

SEA CHANGE THERAPY	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY
By Call Mamael	By
Print Name Ratic Diamond	Christina Aragon
Title (E O	Associate Superintendent, Business Services
Date 2 9 2021	Date

Sea Change Therapy Amendment Template - Agreements - Df SD1 els

Signature: Patricia Sandoval (Feb 9, 2021 15:28 PST)

Email: pgonzalezsandoval@dusd.net

Signature: Wayne Shanty

Wayne Shanton (Feb 9, 2021 15:54 PST)

Email: wshannon@dusd.net



III. 15. RATIFY Amendment #4 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from February 2, 2021 through April 8, 2021.

Supporting Documents





Amendment Form Number: Q866337 Valid Until: 02/27/2021

Zoom Video Communications Inc. ('Zoom') 55 Almaden Blvd, 6th Floor

San Jose, CA Email: jim.sigman@zoom.us

Billed To

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

Phone: 5624696888

Auto Renew: Yes

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

Initial Paid Subscription Term: 12 Month Renewal Subscription Term: 12 Month Paid Period Start Date: 02/03/2021

Sold To

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

Phone: 5624696888

Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

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

AMENDMENT	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	EXTENDED TOTAL	ESTIMATED PRORATED AMOUNT
New Rate Plan "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	3	USD 3,400.00	USD 10,200.00	USD 1,788.49
Removed Rate Plan "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	-2	USD 3,400.00	USD -6,800.00	USD -1,192.33
				(Before Taxes) Annual Incren Associated In Amount:		USD 3,400.00 USD 596.16

Other Terms & Notes

Special Notes:

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

Should Customer's existing subscription term be extended via this Amendment order, the revised subscription term will apply to Customer's entire existing subscription.

Other:

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

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the

above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

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

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

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

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

Signature:	
Christina Chaon	
Print Name:	
Christina Aragon	
Date:	
02/03/2021	
Zoom Service Effective Date: 02/03/2021	
PO # (If Applicable):	
VAT # (If Applicable):	

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

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



III. 16. APPROVE Amendment No. 1 to the Memorandum of Understanding with the City of Downey to allow all secondary students of the District to use student ID cards to access Downey City Library Materials.

Supporting Documents



scan0549

AMENDMENT NO. 1 TO

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT

THIS AMENDMENT No. 1 ("Amendment") is entered into this 14th day of August, 2020, by and between the City of Downey, a California municipal corporation and charter city ("City") with its principal place of business at 11111 Brookshire Avenue, Downey, CA 90241 and the Downey Unified School District ("DUSD"), with its principal place of business 11627 Brookshire Avenue, Downey, CA 90241. City and DUSD are sometimes individually referred to as the "Party" and collectively as the "Parties".

WHEREAS, City and DUSD entered into a Memorandum of Understanding ("MOU") on 05/31/2018 for sharing Library services with DUSD schools as more specifically described in the MOU; and

WHEREAS, the parties desire to make certain amendments to the MOU as set forth herein; and

WHEREAS, the Parties intend to be bound by the terms and provisions of the MOU as it is amended herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

Section 1. AMENDMENT(S).

- A. City and DUSD hereby amend Section 2, Scope of Agreement, of the MOU to read as: "This MOU is to memorialize the Program between the Library and DUSD for the purpose of improving access to Library resources for Downey High School, Warren High School, Columbus High School (Continuation High School), Stauffer Middle School, Doty Middle School, Griffiths Middle School and Sussman Middle School students and the sharing of services and resources available through the Library's integrated library system (ILS). The parties may extend the Library privileges described in this MOU to additional schools in DUSD upon written amendment to this MOU signed by both parties."
- B. City and DUSD hereby amend the MOU by replacing all instances of "Downey High School and Warren High School" with "Downey High School, Warren High School, Columbus High School (Continuation High School), Stauffer Middle School, Doty Middle School, Griffiths Middle School and Sussman Middle School."
- <u>Section 2.</u> The rights, obligations and fees of the Parties under the MOU shall not otherwise be amended, altered or revised except as expressly provided for herein and all other terms of the MOU shall remain in full force and effect.
- Section 3. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

TO EFFECTUATE THIS AMENDMENT, the Parties have caused their duly authorized representatives to execute this Amendment to the MOU on the dates set forth below.

City: City of Downey	DUSD: Downey Unified School District
By	By:Christina Aragon Associate Superintendent, Business Services
Date:	Date: March 9, 2021
ATTEST: By City Clerk	
APPROVED AS TO FORM:	
By: City Attorney	



III. 17. RATIFY Agreement for Reimbursement for Off-Site Improvements with the City of Downey from February 15, 2021 through May 14, 2021.

Supporting Documents



scan0550

AGREEMENT FOR REIMBURSEMENT FOR OFF-SITE IMPROVEMENTS BY AND BETWEEN CITY OF DOWNEY AND DOWNEY UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is entered into this <u>26th</u> day of <u>January</u>, 2021, by and between the Downey Unified School District, a public body, corporate (hereinafter "District") and the City of Downey, a municipal corporation and charter city ("City"). City and District are individually referred to as the "Party" and collectively referred to herein as the "Parties".

RECITALS

WHEREAS, City is a municipal corporation and charter city and District is a public school district organized and existing under the laws of the State of California;

WHEREAS, City and District agree that it is in their mutual best interest to provide for the timely design and construction of parkway improvements along Dolan Avenue and Davis Street ("Improvements") which fronts District's offices and any other sites as determined by the District as set forth in Section 3.02;

WHEREAS, City and District agree that the construction by City of the Improvements in front of District's properties, shall be subject to reimbursement by District, in the manner provided herein, is the most efficient and economical method of providing such public facilities; and

WHEREAS, by entering into this Agreement, the Parties wish to set forth their understanding related to the standards, timing, construction of the improvements as well as reimbursement from the District to City for actual costs incurred for constructing the improvements.

NOW, THEREFORE, City and District agree as follows:

1. Definitions.

1.1 : "Improvements" means those improvements set forth in Exhibit "A" (items a. through e. only) attached hereto and incorporated herein by this reference.

2. Provision of Improvements.

2.1 : City's Obligation to Construct Improvements and Seek Reimbursement.

The Parties agree that it is in their mutual best interest to provide for the timely construction of the public Improvements to provide access and service to the various school sites and to serve the residents of the District and City. As a result, the Parties agree that City and its contractors and subcontractors shall commence the construction of the Improvements on or about February 15, 2021 and complete the same not later than May 14, 2021. District shall reimburse City for actual costs incurred in constructing the Improvements, up to the agreed upon amount set forth in Paragraph 3.01 below.

2.02: Improvements to Be Constructed To Government Standards.

The Parties understand and agree that City and its contractors and subcontractors shall construct the Improvements to applicable standards required by City.

3. District's Reimbursement Obligation.

3.01: Budget/Actual Costs Reimbursable:

The total Budget for the design, engineering, construction and contingencies of the Improvements as set forth in Exhibit "A" is estimated at Seventy Thousand Eight Hundred Twenty and 00/100 dollars (\$70,820.00) ("Budget Estimate of Cost"), which has been approved by the District. District shall reimburse City for the actual costs incurred by City, including design, engineering, construction, construction management and inspection and contingencies.

3.02: Additional Sites; Change Orders:

In the event that District elects during the course of construction of the Improvements to include items not called for in Exhibit "A" or not contemplated by the approved Budget Estimate of Cost, City shall prepare a scope of work and estimate of costs and submit to District for consideration. If District elects to proceed with the additional site, it shall bear the cost of constructing such additional improvements and the maximum costs of Improvements as set forth in Paragraph 3.01 shall be adjusted accordingly by written amendment to this Agreement signed by the City and the District prior to the start of work at the additional site.

In the event that circumstances beyond the control of the District or City result in the need for a change order, which increases the approved Budget/Estimate of Cost for the Improvements, then the Parties shall meet and confer in good faith as to how to allocate the costs that exceed the approved Budget/Estimate of Cost set forth in Paragraph 3.01 above. The Budget for the Improvements of this Agreement may be increased by written amendment to this Agreement signed by the City and the District prior to the start of the change order work.

3.03: Accounting of Costs:

Within 30 days after the construction of Improvements or portions of the Improvements are complete the City will invoice the District. Within 30 days after the acceptance of construction of Improvements by City and the Notice of Completion has been filed, City shall provide to District an itemized breakdown of the actual costs incurred by City as part of such construction, unless adjusted in accordance with the provisions of Paragraph 3.02 above.

3.04: Timing of Reimbursement Payment.

District agrees to reimburse City as discussed herein for construction of the Improvements within thirty (30) calendar days of submission of the Accounting of Costs as set forth in Paragraph 3.03 above.

4. Notices.

A. Notices pursuant to this Agreement shall be given by personal service or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed as follows:

TO CITY:

City of Downey

11111 Brookshire Avenue

Downey, CA 90241

Attn: Gilbert A. Livas, City Manager

TO DISTRICT:

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

Attn: Christina Aragon, Associate Superintendent of

Business Services

B. Notices shall be deemed to be given as of the date of personal service, or two (2) days following the deposit of the same by first class mail in the course of transmission of the United States Postal Service.

5. Indemnification.

City and its contractors and subcontractors shall indemnify, defend and hold the District, its officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney fees and costs, incurred in connection with or in any manner arising out of any claim by any individual or entity against District arising out of City's design, engineering and construction of the subject Improvements as set forth in this Agreement. City shall, at City's own expense and risk defend any and all actions, suits, or other legal proceeding that may be brought or instituted against District, its officers, agents, and employees for any such claims, damages, losses, demands, liabilities, costs or expenses arising from City's construction of the Improvements as contemplated in this Agreement. City shall not be obligated to defend, indemnify or hold the District harmless in any manner whatsoever for any claims or liability arising out of the District's own negligent acts, errors or omissions or willful misconduct.

Complete Agreement.

This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that no representation by any Party which is not embodied herein or any

other agreement, statement or promise not contained in this Agreement shall be valid and binding.

7. Attorneys' Fees.

In the event of any action or proceeding brought by any party against any other pursuant to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including the actual fees of its attorneys, including in-house counsel, incurred for prosecution, defense, consultation or advice in such action or proceeding, not limited to but including costs of expert witnesses, attorney preparation, court reporting fees, etc.

8. Binding Agreement.

Except as otherwise set forth herein, the terms and conditions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

9. Invalid Term.

If any provision of this Agreement is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Agreement.

10. Modification.

This Agreement may not be altered, amended or modified or changed in any respect or particular whatsoever except by a writing duly executed by all Parties hereto.

11. No Construction Against Drafter of Agreement.

Each Party has reviewed and revised, or had the opportunity to review and revise this Agreement; accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment of it.

Interpretation of Agreement.

The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

13. Authorization.

Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the Party on whose behalf the person is executing the Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

14. Insurance.

It is understood and agreed that City and District maintain insurance policies or self-insurance programs to fund their respective liabilities.

15. Work on District Property-Insurance.

To the extent City is required to perform work on District property as part of City's obligations hereunder, City shall coordinate such work with the designated District representative and City, shall maintain, or require that its contractors and subcontractors working on District property maintain general liability insurance in the minimum amount of \$1,000,000 with the District named as an additional insured, with thirty (30) days precancellation notice to the District. The indemnification obligations set forth in paragraph five (5) above apply to all construction related activities including those conducted on District's property.

District will execute a right of entry agreement giving City and its contractors and subcontractors permission to enter onto District Property, as necessary, to construct the Improvements contemplated in this Agreement.

16. Governing Law; Venue.

This Agreement is entered into in the State of California and shall be construed and interpreted according to the laws of that state. In the event that suit shall be brought by either party to this Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

17. Ratification by the Parties.

This Agreement is not enforceable until and unless it is approved and/or ratified by the respective governing bodies of City and District.

IN WITNESS WHEREOF, the District has caused this Agreement to be properly executed and City has caused this Agreement to be properly executed, as of the date hereinabove set forth.

City of Downey

Downey Unified School District

By:

Silbert A. Livas, City Manager

Christina Aragon, Associate

Superintendent of Business Services

ak is

ATTEST:

Maria Alicia Duarte, CMC, City Clerk

APPROVED AS TO FORM:

Yvette M. Abich Garcia, City Attorney

EXHIBIT "A"

IMPROVEMENTS

Downey Unified School District Offices Parkway Improvements

a. <u>Downey Unified School District Offices</u> – Remove existing parkway turf and construct sidewalk within the full width of the parkways along the district offices on Dolan Avenue and Davis Street. Remove existing concrete improvements and construct curb access ramps on the southeast corner of Dolan Avenue and Davis Street.



III. 18. APPROVE Contract No. C-201819:20:21 with the Los Angeles County Office of Education (LACOE) to provide three 4-hour trainings in Executive Functioning, Explicit Instruction, and Universal Design for Learning for District staff from March 25, 2021 through June 30, 2021.

Supporting Documents



scan0552

LOS ANGELES COUNTY OFFICE OF EDUCATION

LACOE INCOME CONTRACT WITH DISTRICT/PUBLIC AGENCY STANDARD TERMS & CONDITIONS

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, is hereinafter referred to as "LACOE." The District/Public Agency as identified on the Contract is hereinafter referred to as "District/Public Agency."

BASIS OF CONTRACT AND SCOPE OF WORK

LACOE provides a variety of services for school District/Public Agencies within the County of Los Angeles. District/Public Agency has requested that LACOE shall assist the District/Public Agency as set forth on the Contract. LACOE has agreed to perform the work to be done in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's project director.

2. TERM OF CONTRACT

This Contract's dates of services are as specified in the Contract.

3. PAYMENT

The District/Public Agency shall pay LACOE an amount not to exceed the amount specified on the contract for work performed hereunder. Payment shall be made within 30 days receipt of an invoice.

4. INDEMNIFICATION

District/Public Agency agrees to defend, indemnify, save, and hold harmless LACOE 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 LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the District/Public Agency 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/Public Agency. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

District/Public Agency and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

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:

<u>DI 2.0</u> Page 1 of 5

LACOE:

Contracts Section LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, Room 101, ECW Building Downey, CA 90242-2890

District/Public Agency:

Mailing Address is District/Public Agency Office as set forth on the Contract

7-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District/Public Agency warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District/Public Agency for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, District/Public Agency is an Independent Contractor and not an officer, employee or agent of LACOE. District/Public Agency shall not atany time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District/Public Agency warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent Contractor 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.

13. ASSIGNMENT

District/Public Agency shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District/Public Agency shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District/Public Agency intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

14. 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. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

15. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes

<u>DI 2.0</u> Page 2 of 5

shall only be effective if the initials of both contracting parties appear beside such deletion or change.

16. 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.

17. SEVERABILITY/WAIVER

- 17.1. 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.
- 17.2. 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.

18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

TERMINATION

The Contract may be terminated by LACOE upon written notification.

20. FAILURE TO COMPLY

In the event District/Public Agency 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, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

21. 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.

22. COMPLIANCE WITH LAW

District/Public Agency shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. District/Public Agency 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 LACOE, provide evidence of same.

23. 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

DI 2.0

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.

24. 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.

25. INCORPORATION BY REFERENCE

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

26. 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.

27. RECORD RETENTION AND INSPECTION

District/Public Agency agrees that LACOE 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/Public Agency and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

28. NO THIRD PARTY OBLIGATIONS

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

29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

This section is applicable only to Contracts in which LACOE is expending funds: If any portion(s) of LACOE'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 agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District/Public Agency under this agreement, and the District/Public Agency shall not be obligated to perform any provisions of this agreement.

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

30. 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.

31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los $Page\ 4\ of\ 5$

Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District/Public Agency will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

33. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)</u>

By executing this contractual instrument, District/Public Agency certifies to the best of its knowledge and belief that it and its principals:

- 33.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 35.2 above, of this certification; and,
- 33.4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

34. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

If Contractor employs five (5) or more employees, Contractor must provide at least two (2) hours of sexual harassment prevention training and education to all supervisory employees and one (1) hour of such training to all non-supervisory employees. Contractor must also provide sexual harassment prevention training to its temporary or seasonal employs within thirty (30) calendar days after the hire date or within one hundred (100) hours worked if the employee will work for less than six (6) months. Training and education must be provided once every two (2) years thereafter, pursuant to California Senate Bill 1343.

LACOE reserves the right to request for certification of such training and to terminate this Contract if the Contractor fails to comply with this section.

35. 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 instrument 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.

<u>DI 2.0</u>

EXHIBIT B

Executive Function Workshop:

This workshop is a four-hour overview of Executive Function. Participants will learn to define and identify Executive Function, be introduced to the neurological basis, learn the development and difficulties associated with Executive Function, how Executive Functioning impacts learning, and strategies to address the challenges. If you have ever worked with or know a child who has struggled with: managing their time, paying attention, switching focus, planning and organizing or inadvertently saying or doing the wrong thing, then this workshop is for you!

Among the critical content and skills shared will be:

- · Defining and Identifying Executive Function in Children and Young adults
- · The Development of Executive Functioning Skills
- · The Brain and Executive Function
- · The Impact of Weak Executive Function and Learning
- · Strategies to Impact Learners Struggling with Weak Executive Functioning

Explicit Instruction Workshop:

This workshop is a four-hour overview of Explicit Instruction. Participants will learn the theory and practice of designing and delivering instruction in a systematic, direct, engaging, and success-oriented way. Among the critical content and skills discussed will be:

- Elements of Explicit Instruction
- Lesson structure and design
- Active engagement
- Effective informative and affirmative feedback
- Effective practice

Universal Design for Learning Workshop:

This workshop is a four-hour overview of the principles of Universal Design for Learning. Participants will learn about:

- The characteristics of Universal Design
- The scientific foundation of Universal Design for Learning, which is learner variability
- The principles and guidelines that make up the UDL framework
- The use of the UDL framework with increased student engagement
- Implementing UDL practices in classrooms

Signature: -

Wayne Shann (Feb 11, 2021 15:38 PST)

Email: wshannon@dusd.net

Los Angeles County Office of Education

Short Form Contract

C-20819:20:21

Serving Students • Supporting Communities • Leading Educator

	DR/CONSULTANT/DISTRICT	"Contractor/Consultant/Distri	CONTACT NA	AE .		
Downey Unified School District			1,10,000,000,000,000	Patricia Sandoval		
	Brookshire Ave	enue, Downey, CA 90241		pgonzalezsandoval@dusd.net		
Scope o	Caraca La			p g a man		
LACO Univer	E to provide Disal Design for	istrict three four-hour train Learning for Downey Un	nings in Executive ified School Distric	Functioning, Explicit Instruction, and st staff.		
START DATE 03/25/2		END DATE 06/30/2021	TOTAL NOT TO EXCE	EED \$ 1,500.00		
Fees:						
	E Income	LACOE Exp	penditure			
	sation for Servi		:			
Covered		ginal itemized receipts requ				
	eage		\$ <u>n/a</u> \$ n/a			
	A West Wash		\$ <u>1//a</u>			
Lodging/Meals Other (Specify)						
		se/Decrease (*if amendment				
	ent For Services		φ			
1.	Contractor/Cons		services (or to pay for L	ACOE services) as specified on this document, or		
2.	100	The parties agree to comply with this Agreement/Amendment and the following exhibits which are, by reference incorporated herein and made part of this Agreement/Amendment.				
		s below are incorporated herein				
	Exhibit A - Terms and Conditions viewable at www.lacoe.edu/contracts					
	Exhibit B - Additional Scope of Work (if applicable) Exhibit -					
		and conditions remain the sam				
	Employee of a Public Entity: If Consultant is currently employed by a public entity, and will be employed by that public entit during the time in which Consultant will perform work on this Contract, Consultant represents that, prior to entering into the Contract, Consultant notified the public entity of the work proposed to be performed under this Contract and obtained approve from the public entity in accordance with the public entity's policies regarding outside employment and/or conflicts of interest					

		C-20819:20:21
	Cont Retir limita empl	ic Retirement System Retiree: Contractor must disclose to LACOE if any of Contractor's employees working under this ract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees ement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement stions on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's oyees have retired from either CalSTRS or CalPERS, Contractor delaborated to report all payments under this and any additional Agreements in any given year
	repre gover (colle and r	rance Requirements in Addition to Section 5: Without limiting the Contractor's, its officers' agents' employees' subcontractor's sentatives' and volunteers' (collectively hereinafter in this Section referred to as Contractor's) indemnification of LACOE, it ming boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteer ctively hereinafter in this Section referred to as LACOE), and as a material condition of this Contract, the Contractor shall procure maintain at its sole expense, and shall require and cause all of its subcontractors and independent contractors to procure and itain without expense to LACOE, insurance as required below for the duration of this Contract and any extended period specified.
	5.1	Minimum Scope and Limits of Insurance
		5.1.1 Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$
		5.1.2 Business Automobile Liability Coverage, with limits as required by the State of California.
		5.1.3 Workers Compensation Insurance, with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
	5.2	Endorsements
		The Contractor shall furnish LACOE with certificates of insurance evidencing insurance coverage for as indicated above, with an additional insured endorsement showing that LACOE, its Officers, Agents, Employees, Volunteers, and Board is named as an additional insured as to commercial general liability coverage. The certificates and endorsements are to be signed by a person employed and authorized by the insurer to bind coverage on its behalf and shall specifically reference this Contract. The certificates of insurance and endorsements are to be received by LACOE within thirty (30) calendar days of full execution of this Contract. LACOE reserves the right to require complete, certified copies of all required insurance policies at any time Certificates of insurance shall be faxed to (951) 766-2299, upload to http://www.ebixcerts.com, emailed to Lacoe@ebix.com or mailed to: Los Angeles County Office of Education
		Insurance Compliance P. O. Box 100085-LA Duluth, GA 30096
	5.3	Other Insurance Provisions
		The Contractor shall cause its insurance policies to be amended to state the following:
		5.3.1 The Contractor's insurance coverage shall be primary insurance with respects to LACOE. Any in surance or self-insurance maintained by LACOE shall be in excess of the Contractor's insurance and sha not contribute to it.
		5.3.2 All rights of subrogation against LACOE for injury (including death), damage or loss arising fror performance or nonperformance of LACOE pertaining to this Contract are waived.
		5.3.3 Coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirt (30) calendar days prior written notice by certified mail, return receipt requested, has been given to LACOE
		5.3.4 Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificate of insurance from time to time, so that LACOE is continuously in possession of evidence of the Contractor insurance in accordance with the foregoing provisions.
		ment and Agreement (I have read this agreement and agree to its terms.)
Christina .	Arag	AND TITLE (PRINT) On, Associate Supt. Business Services March 9, 2021 ME AND TITLE (PRINT) DATE March 9, 2021
		r, Controller
		Contracts Section Use Only
AGENDA DATE 02/08/20	21	CONTRACT ISSUED BY MLC
	-	



III. 19. APPROVE the Los Angeles County Plan for Expelled Students that addresses the needs of all expelled students in Los Angeles County, as required by EC Section 48926.

Supporting Documents



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LOS ANGELES COUNTY PLAN FOR EXPELLED STUDENTS

2021

A description of educational services under California Education Code Section 48926

Prepared by





9300 Imperial Highway Downey, California 90242-2890 562-922-6111 · http://www.lacoe.edu

Debra Duardo, M.S.W., Ed.D., superintendent
Maricela Ramirez, chief educational programs officer, Educational Programs
Diana Velasquez, Ed.D., director II, Division of Student Programs
Jason Hasty, Ed.D., executive director, Division of Pupil Services
Arthur Cunha, Ed.D., chief academic officer, Educational Services
Rachelle Touzard, Ph.D., interim director III, Student Support Services

Los Angeles County Board of Education

Monte E. Perez, president Douglas R. Boyd, vice president James Cross Betty Forrester Alex Johnson Ellen Rosenberg Thomas A. Saenz

Los Angeles County Plan for Expelled Pupils

(Education Code Section 48926)

Prepared by:

Division of Student Support Services Division of Pupil Services Division of Student Programs

Los Angeles County Office of Education

Los Angeles County Plan for Expelled Pupils

Los Angeles County Office of Education

and

ABC Unified School District Acton-Agua Dulce Unified School District Alhambra Unified School District Antelope Valley Union High School District Arcadia Unified School District Azusa Unified School District Baldwin Park Unified School District Bassett Unified School District Bellflower Unified School District Beverly Hills Unified School District Bonita Unified School District Burbank Unified School District Castaic Union School District Centinela Valley Union High School District Charter Oak Unified School District Claremont Unified School District Compton Unified School District Covina-Valley Unified School District Culver City Unified School District Downey Unified School District Duarte Unified School District East Whittier City School District Eastside Union School District El Monte City School District El Monte Union High School District El Rancho Unified School District El Segundo Unified School District Garvey School District Glendale Unified School District Glendora Unified School District Gorman School District Hacienda-La Puente Unified School District Hawthorne School District Hermosa Beach City School Hughes-Elizabeth Lakes Union School District Inglewood Unified School District Keppel Union School District La Cañada Unified School District Lancaster School District Las Virgenes Unified School District Lawndale School District Lennox School District Little Lake City School District

Long Beach Unified School District Los Angeles Unified School District Los Nietos School District Lowell Joint School District Lynwood Unified School District Manhattan Beach Unified School District Monrovia Unified School District Montebello Unified School District Mountain View School District Newhall School District Norwalk-La Mirada Unified School District Palmdale School District Palos Verdes Peninsula Unified School District Paramount Unified School District Pasadena Unified School District Pomona Unified School District Redondo Beach Unified School District Rosemead School District Rowland Unified School District San Gabriel Unified School District San Marino Unified School District Santa Monica-Malibu Unified School District Saugus Union School District South Pasadena Unified School District South Whittier School District Sulphur Springs Union School District Temple City Unified School District Torrance Unified School District Valle Lindo School District Walnut Valley Unified School District West Covina Unified School District Westside Union School District Whittier City School District Whittier Union High School District William S. Hart Union High School District Wilsona School District Wiseburn Unified School District

Los Angeles County Plan for Expelled Pupils

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County Operated Programs	5
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Alternative Placements for Pupils Who Fail to Meet the Terms and Conditions of Their Rehabilitation Plan	10

Appendix

- California Education Code, Section 48915(d)
- California Education Code, Section 48915(f)
- California Education Code, Section 48915.01
- California Education Code, Section 48916.1
- California Education Code, Section 48926
- District Operated Community Day School Programs
- County Community Schools Operated by the Los Angeles County Office of Education

Los Angeles County Plan for Expelled Pupils (Education Code Section 48926)

Introduction

The Los Angeles County Superintendent of Schools, in conjunction with the superintendents of the school districts within the county, have developed the following county-wide plan for providing educational services to expelled pupils within the county pursuant to California Education Code, Section 48926. In addressing the needs of all expelled pupils, the countywide plan shall:

- · enumerate existing educational alternatives for expelled pupils;
- · identify gaps in educational services to expelled pupils;
- · identify strategies for filling those gaps in services; and,
- identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their required rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Section 48916.1 provides that at the time an expulsion of a pupil is ordered, the governing board shall ensure that an education program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Any educational program provided pursuant to this section may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

To address the needs of expelled pupils, a number of alternative education programs have been developed by local school districts and the Los Angeles County Office of Education to provide continuing educational opportunities.

Profile

The Los Angeles County Office of Education (LACOE) is the nation's largest regional education agency. Los Angeles County, the most populous county in the nation, has over 10 million residents, including about 1.4 million students in 80 public school districts. Our largest district, Los Angeles Unified School District, has an enrollment of 440,365 students, while our smallest, Gorman School District, has 74 students. Our countywide service area encompasses 88 cities and 4,084 square miles.

LACOE is a premier provider of integrated, educational programs and services from birth to adulthood in a richly diverse and multicultural global environment.

LACOE uses a variety of service delivery systems to eliminate the educational barriers associated with poverty and racial divisiveness in education, enabling students to exceed state and national standards. These services include universal, quality, early childhood education, effective data driven programs for all students, and state of the art technical assistance.

LACOE organizes its infrastructure to provide leadership in creating unique, nationally recognized models in education, including models for innovative staff development and training. LACOE earns the public's confidence by: making the school the hub of the community, making the most efficient use of financial resources, bridging the "digital divide" in technology access and content, and developing collaborative partnerships for students, parents, and community. LACOE embraces a culture of diversity that promotes an inclusive, prosperous learning and workplace environment.

Division of Student Programs

The Division of Student Programs (DSP) serves approximately 3,000 students throughout Los Angeles County. DSP provides instructional and educational services in a variety of settings, including 2 juvenile hall schools, 5 camp schools, 5 County Community Schools, 5 independent study programs, and 2 specialized high schools. All school sites are WASC accredited offer Common Core curriculum and a variety of supplemental services intended to address the learning needs of individual students. Additionally, school personnel work closely with the Probation Department and the Department of Mental Health to provide comprehensive educational services for all students. The mission of the Division of Student Programs is to ensure student success by providing quality academic programs, supported by an organizational culture that is focused on data and Professional Learning Communities. DSP is responsible for the placement and services for expelled students who are referred to LACOE.

Division of Pupil Services

The Division of Pupil Services (DPS) supports the Principal Administrative Units (PAUs) in the implementation of programs and initiatives to facilitate the academic, emotional, mental, social, and physical health of all students. This support is provided through professional development and the collaborative efforts of staff members in the Camps Assessment Unit, Compliance Support Services, Health Services, Neglected/Delinquent and Homeless youth services, as well as Counseling, Nursing and Aftercare Services. The mission of the Division of Pupil Services is to meet the academic, social, emotional, and physical needs of the students we serve in LACOE's Educational Programs.

Division of Student Support Services

The Division of Student Support Services (SSS) serves school districts and LACOE programs, by providing technical assistance in the areas of student discipline, pupil records, custody of minors, education support for students experiencing homelessness or in foster care, compulsory attendance and truancy reduction, counseling and mental health, school violence reduction, safe school planning, emergency response and crisis intervention, health services, expanded learning and alcohol, tobacco and drug intervention and prevention. SSS is responsible for handling expulsion appeals to the county board of education of students expelled from the school districts, and providing support for students, parents, and school districts who are participating in the expulsion appeal process.

Educational Alternatives for Expelled Pupils

School districts located within Los Angeles County provide a number of options for expelled pupils, depending on the specific violation of Sections 48900, 48900.2, 48900.3, 48900.4 and 48900.7 of the California Education Code. The alternative education program to which an expelled pupil may be assigned is preceded by a decision of the local governing board which may provide for one of the following expulsion orders which describes the students' educational placement:

- 1. Suspended enforcement of the expulsion order with placement on the same school campus [EC § 48917 (a)];
- 2. Suspended enforcement of the expulsion order with placement on a different school campus within the district or a district alternative program such as school or continuation high school programs [EC § 48917(a)];
- 3. Expulsion with a referral to a District Community Day School program, if available [EC § 48660]; or,
- 4. Expulsion with a referral to a County Community School or other appropriate programs operated by the Los Angeles County Office of Education [EC § 1981(c)].

A pupil who is expelled for violation for an act listed in subdivision (c) of EC § 48915 (mandatory expulsion section), shall be assigned to a program of study that meets all of the following conditions:

- (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
- (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
- (3) Is not housed at the school site attended by the pupil at the time of suspension.

At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Any education program provided may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

District Operated Programs

The range of alternative programs currently offered by school districts throughout Los Angeles County includes the following options:

- Community Day Schools;
- · Independent Study (offered in conjunction with a classroom option);
- · Opportunity School/Class;
- · Continuation High School;
- · Charter School;
- · Adult Education Programs; and,
- · Special Education.

If a school district is unable to provide a suitable program or if the expelled pupil fails to meet the terms and conditions of his or her rehabilitation plan or if the student continues to pose a danger to other district pupils, as determined by the governing board, the district may refer the expelled pupil to the Los Angeles County Office of Education for possible placement in a program operated by the Division of Student Programs (DSP).

County Operated Programs

The Los Angeles County Office of Education currently provides a variety of alternative education programs that are designed to help pupils:

- · take a renewed interest in school and learning;
- · recover credits and get back on track for graduation, attend school consistently; and,
- · set and attain academic and career goals.

Specifically, these programs are designed to serve:

- · Students who are having trouble at home or school;
- · Homeless and Foster Children and Youth;
- Students who are on probation or students who need to work full-time to support themselves and/or their families; and,
- Students who have been expelled and for whom a district operated education program is not available.

Programs designed to serve the above identified pupil populations include those operated by the LACOE Division of Student Programs (DSP) include:

- County Community Schools;
- Independent Study (operated in conjunction with a classroom option)

As previously stated, at the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided for the pupil subject to the expulsion order. For districts that may be unable to provide pupils who commit serious behavior violations with an alternative program that meets the restrictive requirements of California Education Code Section 48915 (d) (see appendix), selected county programs may provide viable options.

It is anticipated that the majority of expelled pupils who are referred to the county office for placement in an alternative program will be assigned to a *County Community School program*. County Community Schools operated by the county are designed to provide interventions for middle school students in grade 8, and high school students, grades 9 to 12.

Educational Service Gaps and Strategies to Address Service Gaps

Section 48926 of the California Education Code provides that each county superintendent of schools in counties that operate community schools pursuant to Section 1980: ... shall develop a plan for providing education services to all expelled pupils in that county. One of the required elements of the plan is to identify gaps in educational services to expelled pupils, and strategies for filling those service gaps.

To address this element and identify additional service needs to expelled pupils, a survey of all school districts in Los Angeles County was conducted (see appendix: AB 922 District Questionnaire).

As a result of that survey, the following service gaps were identified, including a discussion of each issue along with a proposed strategy:

Service Gap 1 - Access and engagement in distance learning

Discussion: Although four districts reported that students fared better in distance learning settings, twenty-four districts expressed the shift to distance learning as a significant challenge in meeting the needs of expelled students. Due to students attending school online, lack of access to technology or a reliable internet, ability to turn cameras off during class, or teaching methods not being adapted to online delivery were reported as significant barriers to engaging students.

Proposed Strategy: LACOE developed an initiative to help close the digital divide with the distribution of just over 48,000 devices and more than 32,000 hotspots to students in need in 55 districts. Acting on a proposal from LACOE, the Los Angeles County Board of Supervisors in October 2020 allocated \$12.5 million in federal coronavirus relief funds for technology and internet connectivity needed by students to successfully participate in distance learning. The Board of Supervisors later allocated additional funding for the effort, making available a total of \$17.2 million. The funding not only enabled the purchase of devices and hotspots, but also supports internet service plans for families through Dec. 30, 2021. The need will continue even when campuses re-open as schools are likely to continue physical distancing and adopt hybrid learning models. It is recommended that schools continue to allocate state and federal relief funds to securing technology resources to support in-person, hybrid, and distance learning models, including a shift between all three models.

To address engagement, promote the incorporation of social-emotional learning throughout the curriculum and provide professional development, and social-emotional support, for teachers in order to build capacity and adapt teaching strategies for distance learning, with strategic plans in place that address hybrid learning environments.

Service Gap 2 -Access to counseling and mental health resources

Discussion: Seven districts reported discipline issues stemming from behavioral challenges and a lack of mental health and counseling resources as a service gap, including lack of online options for counseling or lack of capacity at the school site level (counselors/school based mental health).

Proposed Strategy: The Division of Student Support Services conducts formal training for school districts and LACOE schools in Positive Behavior Interventions & Support (PBIS), a school-wide discipline framework that helps to reduce suspensions and expulsions. The framework assists

school districts in identifying strategies to reduce the number of discipline issues, but also promotes a positive school climate. Included in the framework are Restorative Practices, a strategy that creates opportunities for victims, offenders and others to discuss the offense and develop resolutions. Counseling programs that included therapeutic counseling, attendance interventions, drug education, mental health interventions, behavior interventions that include parent education for ADD/ADHD, bipolar syndrome, and the use of medications, group counseling strategies, and the utilization of social work interns have proven helpful to school districts.

Seven school districts operate Alternative Education centers that include counseling, credit recovery, mentoring, job training, Career Technical Education courses such as fashion design and auto mechanics, foreign language courses, and community college courses.

The Los Angeles Unified School District employs AB 922 Counselors who ensure the appropriate educational placement of expelled students, provide case management, monitor social behavior and academic progress, and consult and collaborate with school staff and community agencies.

<u>Service Gap 3: Transportation to and Lack of Alternative Placement Programs for Expelled Students</u>

Discussion: Seven school districts reported that transportation to alternative programs was an obstacle for students that have been expelled, and particularly for students with IEPs. One school district, located in a rural area, and six in an urban area did not have any alternative education placements in the immediate area and lacked local options.

Proposed Strategy: If a LACOE school is not available in the immediate area, it is recommended that local school districts enter into a Memorandum of Understanding (MOU) with neighboring school districts. Another strategy mentioned by districts was to offer online, blended courses (a combination of online and traditional instruction) as an alternative placement for expelled students.

Education Code 48915 (a)(1) Circumstances for recommending and ordering expulsion, states that the principal or superintendent of schools shall recommend expulsion for serious infractions unless it is determined that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct. Education Code 48900.5, Limitations on imposing suspension, states that Suspension, shall be imposed only when other means of correction fail to bring about proper conduct. Education Code 48917, Suspending enforcement of expulsion order, provides that district governing boards may suspend the enforcement of an expulsion order for a period of not more than one calendar year, and assign a student to school, class or program that is deemed appropriate to the rehabilitation of the pupil.

Other means of correction, and suspended enforcement of an expulsion order to allow students to remain in the school district in an alternative placement should first be considered, in particular for students in grades Kindergarten through five, rather than expulsion.

Examples of alternative means of correction and rehabilitation include referrals to the school psychologist or counselor for case management and counseling, study teams to develop an individualized behavior plan, referral for a comprehensive psychosocial or psycho educational assessment, enrollment in an anger management program, participation in a restorative justice program, community service, or enrollment in after-school programs that expose students to positive activities and behaviors.

It is recommended that local school districts implement programs such as Positive Behaviors Interventions and Support (PBIS), Restorative Practices, and others. When implemented with fidelity, these proven programs can successfully address a variety of student behaviors and needs. When other means of correction and alternative placements within the school district have been exhausted, local school districts could then enter into a Memorandum of Understanding (MOU) with neighboring school districts. LACOE's Division of Student Programs could support districts by providing its expertise in the establishment of such consortiums between school districts.

Alternative Placements for Pupils who Fail to Meet the Terms and Conditions of their Rehabilitation Plan or who Pose a Danger to Others

California Education Code, Section 48926 requires the county-wide plan to further identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

In Los Angeles County, expelled pupils who are unsuccessful in a district operated community day school and/or who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils may be referred to a County Community School or other appropriate alternative program operated by the county office of education.

Options for students who fail to meet the terms and conditions of their rehabilitation plan may, in select cases, include referral and placement in a juvenile hall setting or juvenile camp or in select cases, a transfer to a program operated by an adjacent county office of education.

Currently, the Los Angeles County Office of Education does not have any formal agreements with adjacent county offices of education.

Contract for Alternative Services

To further address the requirements of Section 48926 of the California Education Code, and to ensure that an educational program is provided for all expelled pupils, referred to and accepted by the County, the Division of Student Programs (DSP) will enter into a contract with each participating school district to identify agreed-to responsibilities for serving expelled pupils, including those served in both regular and special education programs. A plan to address any identified service gaps will be included in the contract.

Appendix

California Education Code Section 48915 (d)

- (d) The governing board shall order a pupil expelled upon finding that the pupil committed an act listed in subdivision (c), and shall refer that pupil to a program of study that meets all of the following conditions:
 - (1) Is appropriately prepared to accommodate pupils who exhibit discipline problems.
 - (2) Is not provided at a comprehensive middle, junior, or senior high school, or at any elementary school.
 - (3) Is not housed at the school site attended by the pupil at the time of suspension.

California Education Code Section 48915 (f)

(f) The governing board shall refer a pupil who has been expelled pursuant to subdivision (b) or (e) to a program of study which meets all of the conditions specified in subdivision (d).

Notwithstanding this subdivision, with respect to a pupil expelled pursuant to subdivision (e), if the county superintendent of schools certifies that an alternative program of study is not available at a site away from a comprehensive middle, junior, or senior high school, or an elementary school, and that the only option for placement is at another comprehensive middle, junior, or senior high school, or another elementary school, the pupil may be referred to a program of study that is provided at a comprehensive middle, junior, or senior high school, or at an elementary school.

California Education Code Section 48915.01

If the governing board of a school district has established a community day school pursuant to Section 48661 on the same site as a comprehensive middle, junior, or senior high school, or at any elementary school, the governing board does not have to meet the condition in paragraph (2) of subdivision (d) of Section 48915 when the board, pursuant to subdivision (f) of Section 48915, refers a pupil to a program of study and that program of study is at the community day school. All the other conditions of subdivision (d) of Section 48915 are applicable to the referral as required by subdivision (f) of Section 48915.

California Education Code Section 48916.1

- (a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of Section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.
- (b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools. (c) Any educational program provided pursuant to subdivision (b) shall not be situated within or on the grounds of the school from which the pupil was expelled.
- (d) If the pupil who is subject to the expulsion order was expelled from any of kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) shall not be combined or merged with educational programs offered to pupils in any of grades 7 to 12, inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. The subdivision, as it relates to the separation of pupils by grade levels does not apply to community day schools offering instruction in any of the kindergarten and grades 1 to 8 inclusive, and established in accordance with Section 48660.
 - (e) (1) Each school district shall maintain the following data:
 - (A) The number of pupils recommended for expulsion.
 - (B) The grounds for each recommended expulsion.
 - (C) Whether the pupil was subsequently expelled.
 - (D) Whether the expulsion order was suspended.
 - (E) The type of referral made after the expulsion.
 - (F) The disposition of the pupil after the end of the period of expulsion.
- (2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, the Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the school district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid the withholding of the apportionment of funds.
- (f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

California Education Code Section 48926

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997, and shall submit a triennial update to the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section 48916.1, on June 30th thereafter.



District Operated Community Day School Programs

District	School	Grades Served
Antelope Valley Union High	Phoenix High Community Day	9-12
Bellflower Unified	Bellflower Alternative Education Center	7-12
Burbank Unified	Burbank USD Community Day	7-12
Centinela Valley Union High	South Bay Academy Community Day	9-12
Charter Oak Unified	Bridges Community Day	K-12
Claremont Unified	Claremont Community Day	7-12
Compton Unified	Compton Community Day High	9-12
Compton Unified	Compton Community Day Middle	6-8
Eastside Union Elementary	Eastside Academy/Transitional Learning Center	K-8
El Monte Union High	El Monte Union High School Community Day	9-12
Glendale Unified	Jewel City Community Day	7-10
Hacienda la Puente Unified	Valley Community Day	7-12
Keppel Union Elementary	Desert View Community Day	K-8
Lancaster Elementary	Crossroads Community Day	7-12
Long Beach Unified	Select Community Day (Secondary)	7-12
Los Angeles Unified	Aggeler Community Day	7-12
Los Angeles Unified	CDS Elementary	K-6
Los Angeles Unified	CDS Secondary	7-9
Los Angeles Unified	Dorothy V. Johnson Community Day	7-12
Los Angeles Unified	Jack London Community Day	9-12
Los Angeles Unified	Richard A. Alonzo Community Day	7-12
Los Angeles Unified	Tri-C Community Day	7-12
Los Angeles Unified	William J. Johnston Community Day	7-12
Lynwood Unified	Lynwood Community Day	7-12
Monrovia Unified	Quest Academy Community Day	7-12
Montebello Unified	Montebello Community Day	7-12
Palmdale Elementary	Oak Tree Community Day	K-8
Paramount Unified	Paramount Unified Community Day	7-12
Pomona Unified	Pomona Community Day	7-12
Redondo Beach Unified	Redondo Beach Learning Academy	9-12
Rowland Unified	Rowland Unified Community Day	7-12
Torrance Unified	Gene Drevno Community Day	7-12
Westside Union Elementary	Westside Academy	K-8
Whittier City Elementary	Whittier Area Community Day	6-8
Wilsona Elementary	Wilsona Achievement Academy	1-8

EDUCATIONAL PROGRAMS DIRECTORY - JANUARY 2021

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NICOLE OCHOA	ACCOUNTANT	ECW-1125	922-8960		Title II
DAISY WIDJAJA	SR. ACCOUNTANT, DIVISION OF ACCOUNTING & BUDGET DEVELOP.	ECW-1091	562-922-8946		Title ti

EDUCATIONAL PROGRAMS DIRECTORY - JANUARY 2021 Division of Pupil Services* Division of Student Programs* LAC Court Schools SELPA*

SCHOOL SITES

			SCHOOL SITES			
			SPECIALIZED HIGH SCHOOLS HASTY Ed.D., EXECUTIVE DIRECTO	OR .		
SCHOOL	PHONE	FAX	ADDRESS	PRINCIPAL	ASST. PRINCIPAL(S)	SCH. ADMIN. SECY
IPOLY	(909) 839-2320	(562) 469-4375	3851 W. Temple Ave. Pomona 91768	Ginger Merritt-Paul	Susan Sarrategui	Nathalie Hinkson
LACHSA	(323) 343-2550	(562) 469-4379	5151 State University Dr. Los Angeles 90032	John Lawler	Tina Vartanian Natalie Spevak	Mona Garcia
		DIA	TIVE EDUCATION - RENAISSANCE F ANA VELASQUEZ Ed.D., DIRECTOR PNZALEZ-PACHECO, ASSISTANT PRINC			
Bermudez CCS & IS	(562) 801-0687	(562) 469-4381	9055 Bermudez St. Pico Rivera 90660			
Boys Republic Monrovia CCS	(626) 357-6249	(562) 469-4381	128 East Palm St. Monrovia 91016			
Jonas Salk CCS	(310) 970-9910	(562) 469-4381	14600 Cerise Ave. Hawthorne 90250		Adrian Gonzalez - Pacheco	
La Brea IS	(310) 677-7257 (310) 677-0196	(562) 469-4381	110 S. La Brea Ave., Suite 320A Inglewood 90301		T delices	
Mujeres y Hombres Nobles CCS & IS (MAIN OFFICE)	(323) 262-2263	(562) 469-4381	1260 Monterey Pass Rd. Monterey Park 91754	Adriana Hernandez		Monique Fisher Lyn Sahagun (TOW)
Second Chance IS	(323) 361-3245	(562) 469-4381	5000 Sunset Blvd., 7th Floor Los Angeles 90027			
Tri-Community CCS	(310) 635-4531	(562) 469-4381	12721 S. Willowbrook Ave. Compton 90222			
Valley IS	(818) 896-7776	(562) 469-4381	11243 Glenoaks Bl., Suite 5 Pacoima 91331			
Visions Learning Center CCS	(562) 273-0722	(562) 469-4381	14181 Telegraph Rd. Whittier 90604			

EDUCATIONAL PROGRAMS DIRECTORY - JANUARY 2021 Division of Pupil Services* Division of Student Programs* LAC Court Schools SELPA*

			JUVENILE COURT SCHOOLS			
JUVENILE HALL PAUS JASON HASTY, Ed.D., EXEC. DIRECTOR	PHONE	FAX	ADDRESS	PRINCIPAL	ASST. PRINCIPAL(S)	SCH. ADMIN. SECY
BARRY J. NIDORF Barry J. Nidorf School	(818) 367-5942 Ext 7778 direct	(562) 469-4355	16350 Filbert St. Sylmar 91342	Talaya Coleman	Bridget Whitaker	Robert Amaya
CENTRAL Central School	(323) 225-4362 Ext 714 3 direct	(562) 469-4358	1605 Eastlake Ave. Los Angeles 90033	Michael Massa, Ed.D.	Chien-yi Yang	Maria Garcia
Kirby, D. School	(323) 263-5106 Ext 7479 direct	(562) 469-4358	1500 S. McDonnell Ave. City of Commerce 90040		Girum Jiru Donna Baker	
CAMP SCHOOL PAUS DIANA VELASQUEZ, Ed.D,DIRECTOR	PHONE	FAX	ADDRESS	PRINCIPAL	ASST. PRINCIPAL(S)	SCH. ADMIN. SECY
ANGELES FOREST Afflerbaugh-Paige School	(909) 593-4926 Ext 7007 direct	(562) 469-4356	6621 Stephens Ranch Rd. La Verne 91750	John Cotton		Rose Flores
Rockey, Glenn School	(909) 599-8435	(562) 469-4356	1900 N. Sycamore Canyon Rd. San Dimas 91750		Gilbert Gaytan	
SANTA MONICA MTNS. Campus Kilpatrick	(661) 723-1155 ext 224	(562) 469-4380	5300 W Avenue I Lancaster, CA 93536	Ruben Carranza		Glenda Sharp
Scott, Joseph School - Currently Closed	(661) 296-8444 Ext 7813 direct	(562) 469-4359	28700 N. Bouquet Canyon Rd. Santa Clarita 91390			

COUNTYWIDE PLAN FOR PROVISION OF EDUCATIONAL SERVICES TO EXPELLED STUDENTS QUESTIONNAIRE – SUMMARY OF DATA January 25, 2021

Introduction

The section includes an overview of the themes generated by the AB 922 survey. The survey was provided via email to all school district superintendents, many of whom delegated completion of the survey to the director of student support services, supervisor of child welfare and attendance, or director of alternative education of each of the districts. All 80 school districts completed the survey.

Suspended enforcement of the expulsion

In order to facilitate the participation of an expelled student in programs located within the school district, school districts are required to suspend the enforcement of the expulsion order. The student must comply with all stipulations of the expulsion order related to behavior, attendance, and participation in rehabilitation programs such as counseling. Failure to comply with the expulsion order stipulations could trigger a full expulsion and removal from the district's program. A referral to a LACOE County Community School would be an alternative placement for such students.

Current Educational Alternatives Available

Community Day Schools

Districts use both their own community day schools (CDS) and LACOE County Community School (CCS) programs as placements for expelled students. District CDS programs cannot be located on or adjacent to a district K-12 educational program.

- Twenty nine out of eighty districts reported that they operate a district CDS: seven schools for grades K-5, twenty-one schools for grades 6-8, forty-two schools for grades 9-12.
- Nineteen out of eighty districts reported that they use a LACOE CCS program: three schools for grades K-5, fourteen schools for grades 6-8, fifteen schools for grades 9-12.

Opportunity Programs

Some districts operate opportunity programs, minimum day programs housed on K-12 sites, as an alternative for expelled students.

• District Opportunity Programs: Grades K-5 (2 district), 6-8 (14 districts), or 9-12 (9 districts).

Continuation High Schools

Continuation high schools were used by nine districts for expelled students.

Charter Schools

Four districts use the Opportunities for Learning Charter School, one district uses Options for Youth Charter School, one district uses Learning Works Charter, one district uses West Covina Learning Academy, and one district uses School of Extended Options.

Independent Study Programs

Districts that did not have any other alternative programs referred students to their own independent study program. LACOE independent study programs are also available.

• District Independent Study (IS): Grades K-5 (28 districts), 6-8 (41 districts), 9-12 (36 districts). Although these programs are available as an alternative, districts noted that they rarely use IS as an alternative for suspension or expulsion.

Other Alternative Programs

Districts also included the following as alternatives for expelled students:

- · Work with neighboring districts
- Home instruction (determined by IEP)
- Home Hospital
- Alternative placement in neighboring district

Have these strategies/services been successful? If not, what were the obstacles or gaps?

Thirty-seven districts surveyed felt that the available alternative programs were successful. Thirty-five responded with either a not applicable due to lack of expulsions, lack of placement options or other challenge, and four left the answer blank.

- Fourteen school districts did not have any expulsions during the past 2019-2020 school year, while three other districts said they rarely expel. One district has prevented expulsions for the last six years.
- Challenges related to distance learning environment such include student engagement and supervision (12), adapting online teaching strategies (5) access to technology (7), lack of access to resources such as counseling, mental health, drug/alcohol rehabilitation services (7), distance from the community and lack of transportation (7 responses), and limited local options particular for students with IEPs or in elementary (10 responses) were the service gaps most frequently mentioned by the school districts that completed the survey.

Comments on Service Gap 1: Access and engagement in the distance learning environment

Although four districts reported that students fared better in distance learning settings, twenty-four districts expressed the shift to distance learning as a significant challenge in meeting the needs of expelled students. Due to students attending school online, challenges with motivation occurred as students either did not have access to technology or a reliable internet, turned their camera off during class, or had trouble engaging with the material due to the teaching methods not being adapted to online delivery were significant barriers to engaging students.

Comments on Service Gap 2: Access to counseling and mental health resources

Seven districts reported access to mental health and counseling as a gap, including lack of online options for counseling or lack of capacity at the school site level (counselors/school based mental health).

Comments on Service Gap 3: Transportation to and Lack of Alternative Placement Programs for Expelled Students

Seven school districts felt that transportation to alternative programs was an obstacle for students that have been expelled. One school district, located in a rural area, and six in an urban area did not have any alternative education placements in the immediate area and lacked local options.

<u>Suggestions or strategies for filling any service gaps which limit the ability to ensure the availability of educational services for expelled students</u>

School district personnel shared the following suggestions and strategies:

- Focus on increasing other means of correction instead of expulsion
- LACOE to offer more support with alternative programs for smaller districts who cannot maintain their own alternative programs due to low numbers.
- Designated funding to operate an opportunity program to have additional staff to support working with this population of students.
- Adapt teaching to student learning styles, provide high quality professional learning for adapting teaching strategies for distance learning, and offer advanced courses including AP or honors. Expelled students have to relinquish these types of courses.
- · Increase funding and partnership for increased mental health support/crisis counseling

- · Increase and embed social emotional learning throughout the curriculum
- Develop clear referral process as well as transition strategies and case management to ensure student re-entry back into school from alternative programming.
- Allow high needs students/students with IEPs to remain on campus to receive additional support and services during school closures.
- Increase county community school locations throughout county, including elementary, in areas where
 local options are scarce, possibly modeled after a SELPA, cost-sharing agreement between districts.
- Hiring well-qualified, trauma-informed staff that place a strong emphasis on social emotional learning.
- A LACOE Liaison that could provide updates on student progress.
- Service gaps during distance learning are addressed by identifying the student's barriers to accessing
 technology, internet connectivity, and engagement with the following general action plans: following
 up with students with 3 or more absences in a week; daily/weekly check-in meetings with students,
 coordinating with District, specialized support staff as needed; conducting Student Engagement Team
 (SET) meetings via Zoom
- AB 922 Counselor and support staff to identify and address the barriers to the student/family's commitment to regular engagement to distance learning; and referring student/family to District/community services as needed
- Pursue meaningful partnerships with local workforce investment board and other stakeholders to create
 opportunities for youth to gain valuable work experience, including at-promise youth and students
 experiencing educational and social challenges.
- Build positive relationships with families and caregivers, build capacity of parents/caregivers to support social emotional learning, regularly communicate with the student, assign staff to maintain contact with struggling students.
- Consider partnerships with neighboring County Offices of Education (San Bernardino/Ventura/Orange) to support bordering school districts with placement options

Alternative placements for students who fail to meet the terms and conditions of the expulsion rehabilitation plan or pose a danger to other district students as determined by the governing board. The following responses indicate what referral strategies districts use when a student has failed to meet the conditions of their expulsion order or pose a danger to other district students that would necessitate a transfer

to another program:

- Thirteen districts refer students to LACOE programs.
- One district refers students to LACOE programs or placed in group homes or camps, when appropriate.
- One district refers students to LACOE programs, Boys Republic, Valley Alternate High School, or their Independent Study Program.
- One district refers students to LACOE programs, Opportunities for Learning or K12.
- One district refers students to Opportunities for Learning.
- Four districts enroll students in independent study.
- Two districts allow students to remain at CDS until requirements are completed.
- One district uses a Virtual online program.
- One district refers students to independent study or to Del Norte ROP.
- One district refers students to Bellflower Alternative Education Center.
- One district refers students to Margett Pathway Academy.
- One district refers students to Sunburst Academy.
- Four districts transfer the student to another school within their school district, or to a neighboring school district.

Other comments:

- Governing Boards can accept provisionally, but if they continue to pose a threat, sometimes complete
 their expulsion conditions in a LACOE placement or previous district, if applicable.
- Independent study or full-time virtual learning is all we have available. If the parent refuses IS we do not have anything to offer in our area. We have a need for a full day alternative in the Antelope Valley.
- While IUSD does not operate district CDS programs, they work directly with the pupils and their families to identify alternatives to expulsion, including intra-district transfers to other IUSD schools, and linking them to partner agencies that provide restorative services and diversion strategies as opposed to expulsion or arrest in some cases. IUSD and its partners go through great lengths to avoid expulsion and arrest, focusing instead on the child's responsibility to make things right and to realize and build upon one's personal assets.
- It depends on the direction of the California legislation. Some kids need positive role models, others need mental health help and some need drug addiction help.
- · We partner with parents, school, and resources to ensure students are successful.
- If needed, expelled students are typically provided a change of placement from their original interim placement within the District's alternative education options. Moreover, if the student has exhausted the District's options and/or poses an increased risk of danger to pupils and staff, these students are referred to LACOE for placement in a County Community School.
- · When appropriate, one district works with the parent to create a home education option.

What are your best practices, at the site and district levels, of behavioral intervention approaches and options used to minimize the number of suspensions leading to expulsions, of expulsions being ordered, and to support students returning from expulsions?

The following are best practices that were shared by the school districts that have minimized the number of suspensions and expulsions, in keeping with EC 48900.5, Other Means of Correction, which encourages alternatives to suspension and expulsion:

- Nine districts use a Multi-Tiered System of Support (MTSS), including Student Study Teams (SSTs), Grade Level Intervention Teams, Behavior Support Plans, Behavior Contracts
- Twenty districts mentioned Counseling: full-time counselors to assist with behavior and social skills, social emotional counseling by counselors and social workers, guidance and student services provided, group counseling and check-in
- Positive Behavior Interventions and Supports (PBIS) is a strategy used by thirty-four school districts
- Leader in Me Program
- · Two districts use Second Step curriculum
- · Four districts participate in the Capturing Kid's Hearts Program
- · Four districts use Trauma Informed Practices
- · Restorative Practices is used by 12 school districts
- Restorative Justice Youth Court program
- · Alternatives to Suspensions strategies are a part of thirteen school districts
- · One district uses Wellness Centers, staffed with behaviorists
- · Saturday School is used by two districts
- Community Service is used by two districts
- · Peer Mediation
- Mentors for L.I.F.E. Program
- Five districts use mentoring
- Parent Engagement & Support programs
- Consulting, collaborating, and coordinating services with District staff and community agency
 personnel (e.g., Department of Probation, Department of Children and Family Services, Department of
 Mental Health, and the Los Angeles County Office of Education).

- Response to Intervention (RTI) is a multi-tiered early intervention and identification system used by six school districts
- Thirty-seven districts use SEL (Social and Emotional Learning)
- Six districts encourage partnerships with families, conferences, interventions, SSTs, and good communication
- School Attendance Review Team (SART)
- School Attendance Review Board (SARB)
- · Communicated they have very few expulsions
- Communicated they prevented expulsions for more than six years
- Progressive discipline practices Education Code48900.5 are emphasized in two districts

<u>In particular, how do these best practices relate to any disproportionate representation of student subgroups in such interventions?</u>

Fourteen districts believe they do not have a disproportionate representation in the number of students being suspended or expelled among their subgroups. Four districts were unaware of the data, and five districts plan to begin to analyze the data this year.

- Positive Behavior Interventions & Support (PBIS) was mentioned districts as a practice that teaches appropriate behavior and instills high expectations in all students and staff.
- The California School Dashboard will assist districts in identifying sub groups in need of support and assistance.



III. 20. APPROVE Service Agreement No. 202021-259 with Los Angeles County Office of Education to provide professional development workshops for District staff from April 1, 2021 through April 30, 2021.

Supporting Documents



scan0554

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

SERVICE AGREEMENT Agreement No. 202021-259

a	HIS AGREEMENT made and entered into this <u>11</u> of <u>January</u> , <u>2021</u> by and etween <u>Los Angeles County Office of Education</u> , hereinafter called the SERVICE PROVIDER nd the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutual gree as follows:
1	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
	See Addendum A "Scope of Work"
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$750.00, not to exceed \$750.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins <u>April 1, 2021</u> and will terminate on or before <u>April 30, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-259 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 202021-259

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District Los Angeles County Office of Education Name: **Business Services** Dept.: Physical Ed. & Comprehensive Health 11627 Brookshire Ave. 9300 Imperial Hwy. Address: Downey, CA 90241 Downey, CA 90242 Contact: Debbie Black Tonya Moore, Coordinator III Contact: (562)469-6521/dblack@dusd.net Phone/email: 562-922-8629/moore_tonya@lacoe.edu 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 Los Angeles County Office of Education Q Freeze Terri Lyttaker (Feb 2, 2021 14:30 PST) Signature Signature aB Print Name: Christina Aragon Print Name: Terri Lyttaker Print Title: Associate Superintendent Print Title: Controller **Business Services** Date: Feb 2, 2021 Date: mc 2-1 District use only below line Report 2/1/2021 Account Number to be Charged 01.0-40350.0-11100-21300-5804-7490000 Rani Maline-Bertsch, Ed. D., Director, Secondary Education Name and Title of Site Administrator-Please print 2-9-2021 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4 Service Agreement No. 202021-259



LACOE Scope of Work Proposal Downey USD 2020-2021

The Physical Education and Comprehensive Health Unit, Division of Curriculum and Instructional Services of the Los Angeles County Office of Education provides professional development to teachers, paraprofessionals and administrators. This professional learning experience is customized to support the LEA's efforts in meeting the needs of learners in the area of health education.

CHYA Implementation During Distance Learning Educator Training Date/Time:

- April 14, 2021: 3:15pm-4:45pm: Middle School Teen Talk
- April 22, 2021: 3:15pm-4:45pm: High School Teen Talk
- April 29, 2021: 3:15pm-4:45pm: Adapted for All Abilities Teen Talk

Description:

This training targets teachers who are responsible for teaching Comprehensive Sex Education in a distance learning format. According to the CA Healthy Youth Act (CHYA), all public schools in CA must teach comprehensive sex education to their students once in middle school and once in high school. This law ensures that school districts periodically provide training to all district personnel who provide comprehensive sex education. The California Department of Education has stated that schools must continue to offer CHYA curriculum during distance learning.

Not only will participants receive content knowledge and skills, they will have peace of mind on how to present such sensitive topics in an online platform. Participants will be empowered with AB 329 requirements so that they may implement a curriculum that is aligned to the National Sexuality Standards and CHYA. All individuals will walk away with ability to immediately start teaching comprehensive sex education from the corresponding curriculum of *Teen Talk*:

- · is age-appropriate and medically accurate
- is inclusive of LGBTQ language and scenarios
- provides information on all FDA-approved methods of preventing pregnancy and transmission of HIV and other sexually transmitted infections
- · includes information on healthy relationships, sexual harassment and sex trafficking
- provides local resources for accessing care and students' rights to access that care

A synchronous and asynchronous hybrid training program will be developed and customized to meet the needs of Downey Unified School District. This training will include an online course and a virtual training for Teen Talk that is specific to middle and high school, as well as special education teachers. The online course will be developed and provided to Downey Unified School District by April 12, 2021.





***Downey Unified School District is responsible to ensure that each participant completes the online course prior to the synchronous training.

TOTAL: A total of \$750.00 for a projected attendance of up to 100 participants will be invoiced to Downey USD after the professional learning experience has been completed.

CA State Priorities addressed:

- 6 (School Climate)
- 8 (Student Outcomes)

Downey Unified School District contact: Rani Bertsch, Ed.D. Director of Secondary Education

Downey, CA 90241 (562) 469-6780

Prepared by Tonya Moore, Coordinator III, Physical Education & Comprehensive Health 562-922-8629, moore_tonya@lacoe.edu

Rev. January 9, 2021





Los Angeles County Office of Education Leading Educators • Supporting Students • Serving Communities

February 3, 2021

Debra Duardo, M.S.W., Ed D. Superintendent

Los Angeles County Board of Education

James Cross President

Monte E. Perez Vice President

Douglas R Boyd

Betty Forrester

Alex Johnson

Ellen Rosenberg

Thomas A Saenz

Dr. Rani Bertsch

Downey Unified School District

11627 Brookshire Avenue Downey, CA 90241

Dear Dr. Bertsch,

LACOE Contract #C-20803

Enclosed is/are unsigned copy/copies of the contract/amendment identified above. Please carefully follow the instructions below.

- **SIGN** all contract documents attached to this email.
- **SCAN** the contract documents and **EMAIL** back to mycontracts@lacoe.edu immediately. A fully executed copy of the contract will be returned to you.

SERVICES CANNOT START WITHOUT A FULLY EXECUTED CONTRACT.

Any changes, revisions, additions, insertions, deletions, etc., made to the contract document will render the document null and void, unless expressly agreed to by LACOE.

Should you have any questions, please contact:

Michael Choi at 562-922-8648, email: choi_michael@lacoe.edu

Sincerely,

Michael Choi

Michael Choi Administrative Analyst Controller's Office



III. 21. RATIFY Service Agreement No. 202021-268 with Olive Crest for Behavior Intervention Implementation Services from January 25, 2021 through April 1, 2021.

Supporting Documents



scan0555

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

SERVICE AGREEMENT Agreement No. 202021-268

an	HIS AGREEMENT made and entered into this <u>25</u> of <u>January</u> , <u>2021</u> by and tween <u>Olive Crest, NPA</u> , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Twenty (20) hours/week of Behavior Intervention Implementation (BII) services
	Student (603097)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$18,000.00, not to exceed \$21,600.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins January 25, 2021 and will terminate on or before April 1, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School D	District
Service Agreement No	202021-268

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

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

Downey Unified School	District	
Service Agreement No.	202021-268	

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

Name:

Dept.:

SERVICE PROVIDER

Olive Crest NPA

Olive Crest

DISTRICT

Downey Unified School District

Purchasing Services

11627 Bro	ookshire Ave.	Address:	2130 Eas	st 4th Street
Downey, (Santa Ar	na California 92705
	arren Purseglove	Contact:	Nina Fra	nkman
(562) <u>469-</u>		Phone/email:	nina-fran	kman@olivecrest.org
dpurseglo	ve@dusd.net			
IN WITNESS named partic	S WHEREOF, this Agreemer es, on the date indicated below.	nt has been ac ow:	cepted a	and agreed by the below
DISTRICT		SER	VICE PR	ROVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT	Olive	Crest NP	Α .
	The state of the s		m 850	^
Signature		Sigh	ature	
Print Name:	Christina Aragon	Prin	t Name:	Nina Frankman
Print Title:	Associate Superintendent Business Services	Prin	t Title:	Director of Educational Service
Date:		Date	э:	1/26/2021
	District use	only below lin	ie	
Account Nun	nber to be Charged 01.0-650	00.0-57 5 00-1110	0-5816-74	30000
Patricia G. Sar	doval, Director of Special Education	on		
Name and Ti	tle of Site Administrator-Plea	ase print		
Patricia Sandoval (Jan 27, 2021	09:36 PST)			Jan 27, 2021
Signature of	Site Administrator			Date
Signature of	Program Director ONLY IF u	sing categoric	al funds	Date
owney Unified Service Agreemen	School District nt No. 202021-268			Page 4 of 4



III. 22. RATIFY Service Agreement No. 202021-270 with Collins Company to provide materials and install a mesh roof shade for the batting cage at Downey High School, from February 9, 2021 through March 31, 2021.

Supporting Documents



scan0556

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

SERVICE AGREEMENT Agreement No. 202021-270

TH	IIS AGREEMENT made and entered into this 29th of January, 2021 by and
be	tween Collins Company , hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually
an	d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually
ag	ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. provide materials and install a mesh roof shade (95% closed) for the batting cage at
	Downey High School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7,600.00, not to exceed \$7,600.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins February 9th, 2021 and will terminate on or before March 31st, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-270

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

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

Downey Unified School District Service Agreement No. 202021-270 Page 3 of 4

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

SERVICE PROVIDER

DISTRICT

Downey Unitied School District	ivame;	Comins Co	ompany
Business Services	Dept.:		
11627 Brookshire Ave.	Address:	5470 Dar	niels Street
Downey, CA 90241		Chino, CA	A 91710
Contact: Debbie Black	Contact:	Jim Settles 800-222-4348	
(562)469-6521/dblack@dusd.net	Phone/email:		
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated be DISTRICT DOWNEY UNIFIED SCHOOL DISTRICE	elow: SER		OVIDER
Signature	Sign	ature	· cec
Print Name: Christina Aragon	Prir	t Name:	Parker Collins
Print Title: Associate Superintendent Business Services	: Prir	nt Title:	<u>coo</u>
Date:	Dat	ė:	01/28/2021
District us	e only below lii	ne .	
Account Number to be Charged 01.0-0	0000.0-11100-1000	0-4400-42	54200
Mark Rand, Athletic Director, Downey High Sc	hool		
Name and Title of Site Administrator-Pl	lease print		
Signature of Site Administrator			Date
Signature of Program Director ONLY IF	using categoric	cal funds	Date
owney Unified School District ervice Agreement No. 202021-270			Page 4 of 4



III. 24. RATIFY Service Agreement No. 202021-273 with The Flippen Group, LLC, for Excel-ing Virtual Training for Downey Unified staff on February 3, 2021.

Supporting Documents



scan0557

SERVICE AGREEMENT Agreement No. 202021-273

THIS AGREEMENT made and entered into this 1st of February, 2021 by and between The Flippen Group, L.L.C. DEA CANADA, hereinafter called the SERVICE PROVIDER AG and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually 2.1.2 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. EXCEL-ing Virtually Training				
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 begins02/03/2021 and will terminate on or before				
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.				

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-273

Page 2 of 4

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

- 8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
- 9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. Attornev's Fees. If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. 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.

Downey Unified School	District
Service Agreement No.	202021-273

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER Downey Unified School District Name: The Flippen Group **Business Services** Dept.: 11627 Brookshire Ave. 1199 Haywood Drive Address: Downey, CA 90241 College Station, TX 77845 Contact: Debbie Black Contact: Amie Shoffner (562)469-6521/dblack@dusd.net Phone/email: 801.314.4311 IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Christina Aragon Print Name: ASM-W Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-30100.0-11100-10000-5810-7470000 Veronica Lizardi, Ed.D., Director, Instr. Support Programs Name and Title of Site Administrator-Please print ignature of Site Administrator nature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202021-273

Page 4 of 4



III. 29. RATIFY Service Agreement No. 202021-278 with Haynes Family of Programs - STAR Academy for Educational Related Intensive Counseling Services from February 4, 2021 through August 1, 2021.



Supporting Documents



scan0558

SERVICE AGREEMENT Agreement No. 202021-278

THIS AGREEMENT made and entered into this 4th of February . 2021 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. Educationally Related Intensive Counseling Services (ERICS) - not to exceed 40 hours (Student #606993, AG) 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$120.00 per hr x 40 hours , not to exceed \$4,800.00 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 02.04.2021 ____ and will terminate on or provided all services under this Contract are performed in a before 08.01.2021 satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice. 5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's

employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-278

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

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

Downey Unified School District
Service Agreement No. 202021-278

Signature: Wayne Shart on (Feb 5, 2021 12:41 PST)

Email: wshannon@dusd.net

DISTRICT

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

SERVICE PROVIDER

Haynes Family of Programs Downey Unified School District Name: S.T.A.R. Academy (NPA) **Business Services** Dept.: P.O. Box 400 11627 Brookshire Ave. Address: La Verne, CA 91750 Downey, CA 90241 Jonas Maceda, 909-667-2107 Contact: Debbie Black Contact: jmaceda@leroyhaynes.org (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER HAYNES FAMILY OF PROG-S.T.A.R. ACAD DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Daniel Maydeck Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: CEO/President **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-11800-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Feb 5, 2021 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Downey Unified School District
Service Agreement No. ______202021-278 Page 4 of 4



III. 30. RATIFY Service Agreement No. 202021-279 with Haynes Family of Programs - STAR Academy for Supplemental Academic Support from February 4, 2021 through August 1, 2021.

Supporting Documents



scan0559

SERVICE AGREEMENT Agreement No. 202021-279

Th	HIS AGREEMENT made and entered into this 4th of February, 2021 by and
an	tween Haynes Family of Programs-STAR Acad, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Supplemental Academic Support - not to exceed 63 hours (Student #606993, AG)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00 per hour x 63 hours, not to exceed \$5,355.00 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 02.04.2021 and will terminate on or before 08.01.2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. ______202021-279

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. 202021-279

Signature: Wayne Sharton (Feb 5, 2021 12:41 PST)

Email: wshannon@dusd.net

DISTRICT

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:

SERVICE PROVIDER

Downey Unified School District	Name:	Haynes Fa	amily of Programs
Business Services	Dept.:		cademy (NPA)
11627 Brookshire Ave.	Address:	P.O. Box 4	100
Downey, CA 90241		La Verne,	CA 91750
Contact: Debbie Black	Contact:	Jonas Mad	ceda, 909-667-2107
(562)469-6521/dblack@dusd.net	Phone/email:	jmaceda@	eleroyhaynes.org
IN WITNESS WHEREOF, this Agreen named parties, on the date indicated by DISTRICT	pelow:	cepted an	
DOMAIS VIA INTERNATIONAL TRANSPORT			
DOWNEY UNIFIED SCHOOL DISTRI	CT HAY	NES FAMIL	Y OF PROG-S.T.A.R. ACAD
) . (Yandr -
Signature	Sign	ature	1300
Print Name: Christina Aragon	Prin	t Name:	Daniel Maydeck
Print Title: Associate Superintenden Business Services	t Prin	t Title:	CEO/President
Date:	Date	э:	2/4/2021
District us	se only below lin	ie	, ,
Account Number to be Charged 01.0-	-65000.0-57600-11	800-5816	-7430000
Patricia G. Sandoval, Director of S			
Name and Title of Site Administrator-F	•	F	Feb 5, 2021
Signature of Site Administrator			
- g. stare of one right modulor			Date
Signature of Program Director ONLY I	F using categoric	al funds	Date
Downey Unified School District Service Agreement No202021-279			Page 4 of 4



III. 31. RATIFY Service Agreement No. 202021-280 with Haynes Family of Programs - STAR Academy for In-Person College Readiness/Career Awareness Services from February 4, 2021 through June 4, 2021.

Supporting Documents



scan0560

SERVICE AGREEMENT Agreement No. 202021-280

THIS AGREEMENT made and entered into this 4th of February 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 In-person College Readiness / Career Awareness (Transition Services) - not to exceed 10 hours (Student #606993, AG) 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00 per hr x 10 hours, not to exceed \$850.00 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 02.04.2021 and will terminate on or before 06.04.2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice. 5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-280

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

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

Downey Unified School D	District	
Service Agreement No.	202021-280	

Signature: Wayne Shandyn (Feb 5, 2021 12:41 PST)

DISTRICT

Downey Unified School District

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:

Name:

SERVICE PROVIDER

Haynes Family of Programs

Business Services	Dept.:	S.T.A.R.	Academy (NPA)
11627 Brookshire Ave.	Address:	P.O. Box	400
Downey, CA 90241		La Verne	e, CA 91750
Contact: Debbie Black	Contact:	Jonas Ma	aceda, 909-667-2107
(562)469-6521/dblack@dusd.net	Phone/email:	jmaceda	@leroyhaynes.org
IN WITNESS WHEREOF, this Agreer named parties, on the date indicated	ment has been ac below:	cepted a	nd agreed by the below
DISTRICT	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTR	ICT HAY	NES FAM	ILY OF PROG-S.T.A.R. ACAD
		1	,M P
Signature		Um	mys
Olghature	Sign	ature	
Print Name: Christina Aragon	Prin	it Name:	Daniel Maydeck
Print Title: Associate Superintender Business Services	nt Prin	it Title:	CEO/President
Date:	_ Date	э:	2/4/2021
District u	se only below lin	ie	
Account Number to be Charged 01.0	0-65000.0-57600-1	1800-581	6-7430000
Patricia G. Sandoval, Director of Spe	ecial Education		
Name and Title of Site Administrator-I			
Patricia Sandoval (Feb 5, 2021 12:39 PST)	iodoc print		Feb 5, 2021
Signature of Site Administrator			Date
Signature of Program Director ONLY	IF using categoric	al funds	Date
owney Unified School District			Page 4 of 4



III. 33. APPROVE Service Agreement No. 202021-282 with Grupo Crecer to provide parent education workshops virtually via Zoom.

Supporting Documents



scan0561

SERVICE AGREEMENT Agreement No. 202021-282

1.	tween Grupo Crecer, hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutual gree as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" 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. Grupo Crecer will provide parent education workshops virtually via Zoom
	See Service Proposal attached
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$25,000, not to exceed \$25,960 **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. ** \$25,960 includes translation
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
	Term. The term of this agreement begins 03/16/2021 and will terminate on or before 05/11/2021 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.
	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-282

Page 2 of 4

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

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

Downey Unified School District Service Agreement No. 202021-282

Page 3 of 4

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: Grupo Crecer **Business Services** Dept.: 11627 Brookshire Ave. 421 N. Brookhurst Street, Suite 100 Address: Downey, CA 90241 Anaheim, CA 92801 Contact: Debbie Black Contact: Ana Pelayo (562)469-6521/dblack@dusd.net 714-558-0828 Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Grupo Crecer win Busio Signature Print Name: Christina Aragon Print Name: Grover Bravo Print Title: Associate Superintendent Print Title: **Executive Director Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-03000.0-11100-10000-5810-7470480 Veronica Lizardi, Ed.D., Director, Instructional Support Programs Name and Title of Site Administrator-Please print 02/09/2021 Signature of Site Administrator Date 02/09/2021 Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District

Service Agreement No. 202021-282

Page 4 of 4



III. 34. RATIFY Service Agreement No. 202021-283 with Hathaway-Sycamores Child and Family Services to provide ESS Services Tier 1 from January 26, 2021 through June 30, 2021.

Supporting Documents



scan0562

SERVICE AGREEMENT Agreement No. 202021-283

an	HIS AGREEMENT made and entered into this <u>26</u> of <u>January</u> , <u>2021</u> by and stween <u>Hathaway-Sycamores</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually tree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide ESS Services Tier 1 for Student #700868
	Provide 233 Services Tier 1 for Student #700868
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$25,000, not to exceed \$25,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins January 26, 2021 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School D	District	
Service Agreement No.	202021-283	

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

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

Downey Unified School District
Service Agreement No. 202021-283

Page 3 of 4

Signature: Wayne Shart in (Feb 11, 2021 16:08 PST)

Email: wshannon@dusd.net

DISTRICT

Business Services

Downey Unified School District

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:

Name:

Dept.:

SERVICE PROVIDER

Hathaway-Sycamores

11627 Brookshire A	Ave.	Address:	2933 N. E	I Nido Drive
Downey, CA 90241			Altadena,	Ca 91001
Contact: Debbie Bl	ack	Contact:	Randy Me	endoza
(562) <u>469-6521/dbla</u>	ack@dusd.net	Phone/email:	626-503-0	0450
named parties, on th	REOF, this Agreemer ne date indicated belo	ow:		nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY UNIFIED	SCHOOL DISTRICT	Hath	away-Syca	amores
			What	
0:			0	
Signature		Sign	ature	
Print Name: Christin	na Aragon	Prir	nt Name:	Maura Flaherty
	ate Superintendent ss Services	Prir	nt Title:	Director
Date:		Dat	e:	2/11/21
	District use	only below lii	те	
Account Number to	be Charged01.0-6	35000.0-57600	0-11100-5	5816-7430000
	doval, Director of Sp		n	
Name and Title of Si	ite Administrator-Ple	ase print		Feb 11, 2021
Signature of Site Ad	ministrator			Date
Signature of Program	m Director ONLY IF	using categoric	cal funds	Date
Downey Unified School Di				Page 4 of 4



III. 35. RATIFY Service Agreement No. 202021-285 with Haynes Family of Programs - STAR Academy to provide compensatory education per a CDE corrective from February 10, 2021 through June 30, 2021.

Supporting Documents



scan0563

SERVICE AGREEMENT Agreement No. 202021-285

THIS AGREEMENT made and entered into this 10 of February by and between Haynes Family of Programs- STAR Acaden, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually agree as follows: 1. Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide ten hours of compensatory education per a CDE corrective action for Student ID #710357 Student J.L. 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$850 _, not to exceed \$ 1,000 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 February 10, 2021 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.

 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

employees/subcontractors will have more than limited contact with DISTRICT students in

determined that the SERVICE PROVIDER or SERVICE PROVIDER's

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School I	District	
Service Agreement No.	202021-285	

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

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

Downey Unified School D	istrict	
Service Agreement No.	202021-285	

Signature: Wayne Shart on (Feb 11, 2021 08:47 PST)

Email: wshannon@dusd.net

Downey Unified School District

Service Agreement No. 202021-285

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

DISTRICT SERVICE PROVIDER Haynes Family of Programs-STAR Acad **Downey Unified School District** Name: **NPA Services Business Services** Dept.: PO Box 400 11627 Brookshire Ave. Address: La Verne, Ca 91750 Downey, CA 90241 Jonas Maceda 909-667-2107 Contact: Debbie Black Contact: jmaceda@leroyhaynes.org (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Haynes Fmaily of Programs - S.T.A.R. Academy DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Christina Aragon Print Name: Daniel Maydeck CEO/President Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Account Number to be Charged __01.0-65000.0-57600-11100-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Feb 10, 2021 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

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III. 36. RATIFY Service Agreement No. 202021-286 with Olive Crest to provide virtual aide support from February 16, 2021 through May 28, 2021.

Supporting Documents



scan0564

SERVICE AGREEMENT Agreement No. 202021-286

a	HIS AGREEMENT made and entered into this 16th of February, 2021 by and etween Olive Crest (NPA), hereinafter called the SERVICE PROVIDER nd the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" 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. Virtual aide support, 10 hours per week (Student # 602984, GL)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$90.00/hr x 10 hrs/week, not to exceed \$12,600.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 02/16/2021 and will terminate on or before 05/28/2021 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:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-286

Page 2 of 4

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

- 8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
- 9. Force Majeure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. Attornev'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.

Downey Unified School District
Service Agreement No. 202021-286

Signature: Wayne Shart on (Feb 11, 2021 16:08 PST)

Email: wshannon@dusd.net

DISTRICT

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

SERVICE PROVIDER

Downey U	nified School District	Name:	Olive Crest (NPA)
Business 9	Services	Dept.:	
11627 Bro	okshire Ave.	Address:	2130 E. 4th Street, Suite 200
Downey, C			Santa Ana, CA 92705
Contact: D	ebbie Black	Contact:	Nina Frankman, 714-543-5437, x2010
(562) <u>469-6</u>	6521/dblack@dusd.net	Phone/email:	
IN WITNESS named partie	S WHEREOF, this Agreemer es, on the date indicated belo	nt has been ac ow:	ccepted and agreed by the below
DISTRICT		SER	RVICE PROVIDER
DOWNEY U	NIFIED SCHOOL DISTRICT	Olive	ve Crest (NPA)
		7	1100 800. 1.
Signature		l // Sign	nature
Print Name:	Christina Aragon	Prir	nt Name: Nina Frankman
Print Title:	Associate Superintendent Business Services	Prir	nt Title: Dir. of Educational Services
Date:		Dat	te: 2/11/2021
	District use	only below lii	ine
Account Num	nber to be Charged0	1.0-65000.0-5	57600-11100-5816-7430000
Patricia C	3. Sandoval, Director of Spe		
	tle of Site Administrator-Plea		
POUD atricia Sandoval (Feb 11, 20			Feb 11, 2021
Signature of	Site Administrator		Date
Signature of	Program Director ONLY IF u	ising categoric	cal funds Date
owney Unified Service Agreemen	School District nt No. <u>202021-</u> 286		Page 4 of 4

202021-286 Olive Crest Service Agreement G. Lopez

Final Audit Report 2021-02-12

Created: 2021-02-11

By: Adriana Kim-Aguilar (akimaguilar@dusd.net)

Status: Signed

Transaction ID: CBJCHBCAABAAyRC8izoDTw1nu3iR59zIBuuTMvELqz5H

"202021-286 Olive Crest Service Agreement G. Lopez" History

- Document created by Adriana Kim-Aguilar (akimaguilar@dusd.net) 2021-02-11 10:56:20 PM GMT- IP address: 64.183.60.82
- Document emailed to Patricia Sandoval (pgonzalezsandoval@dusd.net) for signature 2021-02-11 10:56:45 PM GMT
- Email viewed by Patricia Sandoval (pgonzalezsandoval@dusd.net) 2021-02-12 0:01:55 AM GMT- IP address: 104.47.55,254
- Document e-signed by Patricia Sandoval (pgonzalezsandoval@dusd.net)

 Signature Date: 2021-02-12 0:02:07 AM GMT Time Source: server- IP address: 64.183.60.82
- Document emailed to Wayne Shannon (wshannon@dusd.net) for signature 2021-02-12 0:02:08 AM GMT
- Email viewed by Wayne Shannon (wshannon@dusd.net) 2021-02-12 0:07:34 AM GMT- IP address: 64.183.60.82
- Document e-signed by Wayne Shannon (wshannon@dusd.net)

 Signature Date: 2021-02-12 0:08:10 AM GMT Time Source: server- IP address: 64.183.60.82
- Agreement completed.
 2021-02-12 0:08:10 AM GMT





III. 37. RATIFY Service Agreement No. 202021-288 with Haynes Family of Programs - STAR Academy for Speech and Language Services from February 16, 2021 through June 4, 2021.

Supporting Documents



scan0565

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

SERVICE AGREEMENT Agreement No. 202021-288

a	HIS AGREEMENT made and entered into this 16th of February, 2021 by and etween Haynes Family of Programs-STAR Agency, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree as follows:
1	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Speech and Language Services (virtual or in-person) - up to 10 hours
	(Student # 746927, WC)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{165.00 \text{ per hour}}{\text{, not to exceed \$\frac{1,650.00}{\text{,650.00}}} \text{ 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 02/16/2021 and will terminate on or before 06/04/2021 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.

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-288

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. ________202021-288

Page 3 of 4

Signature: Wayne Shano n (Feb 16, 2021 09:47 PST)

Email: wshannon@dusd.net

Service Agreement No. 202021-288

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

DISTRICT SERVICE PROVIDER Downey Unified School District Haynes Family of Programs Name: **Business Services** STAR Academy (NPA) Dept.: 11627 Brookshire Ave. P.O. Box 400 Address: Downey, CA 90241 La Verne, CA 91750 Contact: Debbie Black Contact: Jonas Maceda, 909-667-2107 (562)469-6521/dblack@dusd.net 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 SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Haynes Family of Programs - STAR Agency Signature Signature Print Name: Christina Aragon Print Name: Daniel Maydeck Print Title: Associate Superintendent Print Title: CEO/President **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-11100-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print 999000 Feb 16, 2021 doval (Feb 16, 2021 09:33 PST) Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4



III. 38. RATIFY Service Agreement No. 202021-289 with Haynes Family of Programs - STAR Academy for Supplemental Academic Support from February 16, 2021 through December 31, 2021.

Supporting Documents



scan0566

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

SERVICE AGREEMENT Agreement No. 202021-289

ar	HIS AGREEMENT made and entered into this 16th of February, 2021 by and etween Haynes Family of Programs-STAR Agency, hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually gree 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 (in-person tutoring) - up to 50 hours
	(Student # 746927, WC)
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$85.00 , not to exceed \$4,250.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
1.	Term. The term of this agreement begins 02/16/2021 and will terminate on or before 12/31/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-289

Page 2 of 4

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

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

Downey Unified School District
Service Agreement No. _____202021-289

Page 3 of 4

Signature: Wayne Shanton (Feb 16, 2021 09:46 PST)

Email: wshannon@dusd.net

DISTRICT

Service Agreement No. 202021-289

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

SERVICE PROVIDER

Downey Unified School District Haynes Family of Programs Name: **Business Services** STAR Academy (NPA) Dept.: 11627 Brookshire Ave. Address: P.O. Box 400 Downey, CA 90241 La Verne, CA 91750 Contact: Debbie Black Jonas Maceda, 909-667-2107 Contact: (562)469-6521/dblack@dusd.net jmaceda@leroyhaynes.org Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Haynes Family of Programs - STAR Agency Signature Sidnature Print Name: Christina Aragon Print Name: Daniel Maydeck Print Title: Associate Superintendent CEO/President Print Title: **Business Services** Date: Date: District use only below line 01.0-65000.0-57600-11100-5816-7430000 Account Number to be Charged Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print 991000 Feb 16, 2021 Patricia Sandoval (Feb 16, 2021 09:34 PST) Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4



III. 39. RATIFY Service Agreement No. 202021-290 with First Steps for Kids, Inc. to provide Behavior Intervention Implementation and Behavior Intervention Development Services from February 5, 2021 through April 1, 2021.

Supporting Documents



scan0567

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

SERVICE AGREEMENT Agreement No. 202021-290

and	S AGREEMENT made and entered into this 10 of February, 2021 by and ween First Steps for Kids, hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutualling as follows:
r	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Behavior Intervention Implementation (BII) Services, fifteen (15) hours/week; Student #730608
_	Behavior Intervention Development (BID), 5 hours for the duration of the agreement
s a E	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{9}{,675.00}\$, not to exceed \$\frac{10}{,395.00}\$ 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 20241.
3. <u>I</u>	nclude W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
s	The term of this agreement begins 2/5/2021 and will terminate on or perfore 04/01/2021 provided all services under this Contract are performed in a patisfactory manner. The determination of a satisfactory performance shall be in the ound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
d e	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to ally comply with the provisions of the Education Code Section 45125.1 when it is etermined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-290 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District Service Agreement No. 202021-290 Signature: -Email: wshannon@dusd.net

DISTRICT

Downey Unified School District

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:

SERVICE PROVIDER

Downey Unified School District	Name:	First Step	s for Kids
Business Services	Dept.:		
11627 Brookshire Ave.	Address:	1000 Fren	nont Avenue, #5100
Downey, CA 90241		Alhambra	ı, CA 91803
Contact: Debbie Black	Contact:	Elizabeth	Monday
(562) <u>469-6521/dblack@dusd.net</u>	Phone/email:	(424) 212-	-7923; emonday@firststepsforkid
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated be DISTRICT	elow:		and agreed by the below
DOWNEY UNIFIED SCHOOL DISTRIC		Steps for K	
	Fii	aheth N	Monday Digitally signed by Elizabeth Monday Date: 2021.02.15 16:30:25 -08'00'
Signature	Marie 19	ature	Date: 2021.02.15 16:30:25 -08'00'
Driet Names Object			
Print Name: Christina Aragon	Prir	nt Name:	Elizabeth Monday
Print Title: Associate Superintendent Business Services	Prir	nt Title:	Executive Director of Operations
Date:	Dat	e:	2/15/21
District use	e only below li	ne	
Account Number to be Charged 01.0-656	000.0-57600-11100-	5816-74300	00
Patricia G. Sandoval, Director of Special Education	1		
Name and Title of Site Administrator-Ple			
Patricis Sindoval (Feb 14, 2021 16:54 PST)			
Signature of Site Administrator			Date
Signature of Program Director ONLY IF	using categoric	cal funds	Date
Downey Unified School District Service Agreement No. 202021-290			Page 4 of 4



III. 40. RATIFY Independent Consultant Services Agreement No. 202021-291 with Ibis Ausensi for written translation only of various documents for parent trainings, conferences and workshops from February 9, 2021 through June 30, 2021.

Supporting Documents



scan0568

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES

Service Agreement No. 202021-291

This	AGREEMENT is made and entered into this	s 3 day of February 2021
	ween the Downey Unified School District ("DI	
	Ausensi	, ("CONSULTANT"), to provide services
	er the direction of: na Cooper	SELPA
(Prir	nted Name Administrator Site/Department)	(Site/Department)
1.	will include the following: (Attach additional	and CONSULTANT, CONSULTANT services
2. 3.	PERIOD OF AGREEMENT This Agreement is effective February 9 June 30, 2021 inclusive. CONSULT reserves the right to cancel this agreemen non-availability or non-appropriation of suf	TANT acknowledges that the DISTRICT fully tat any time and/or to limit services due to
1.	CREDENTIAL Does service provided require a credential Have you ever paid into or are you a retire	, certificate, or permit:
	employee, paid through District payroll, su Contact Certificated Personnel for an appl may be responsible for the cost of fingerpr	ertificate, or a permit, you <u>must</u> be hired as an abject to withholding and fingerprint clearance, ication prior to beginning services. Individual rinting. NOTE: CalSTRS retirees may not be sitions in the public school system except: (1) eacher ratio, or (2) to provide one-on-one privileged students. (California Ed. Code
5.	INDEPENDENT CONSULTANT While performing the services herein, CON	NSULTANT 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 \$75.00	per
not reimbursed unless th	not to exceed a total of \$5,000 ie DISTRICT and CONSULTANT agree of be completed and signed.	Expenses are therwise in writing. An

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement	for Inde	pendent	Consultant	Services

2 | Page

(1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and

agents as additional insureds.

(3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Ibis Ausensi Consultant Name	Downey Unified Schoo	District
Sonsulant Name		
Ilis ausensi		
Signature Cuseum	Obsists A	
	Christina Aragon Associate Superintende	nt
552-59-6911	. Isobolate Superinterial	ant
axpayer ID no. or Soc. Sec. Number	Date	
	Date	
300 W. Ashby Street	Down and Life 10.1	
Street Address	Downey Unified School 11627 Brookshire Aven	District
	Downey, CA 90241	ue
Azusa, CA 91702	(562) 469-6520	
City, State, Zip Code		
-1-1		
2/5/21		
2/5/21 Date		
2/5/21 Date		
2/5/21 Date		
	se only below line	
	se only below line	
District u	se only below line 0-50500-22000-5890-7210000	
District under to be Charged: 01.1-65000	0-50500-22000-5890-7210000	
District under to be Charged: 01.1-65000 Sanna Cooper, DM SELPA Director)
CCOUNT Number to be Charged: 01.1-65000	0-50500-22000-5890-7210000	
District under to be Charged: 01.1-65000 Sanna Cooper, DM SELPA Director	0-50500-22000-5890-7210000 eb 11, 2021 Alanna Copper (Feb 11, 2021 10:23 PS)	
District under to be Charged: 01.1-65000 Slanna Cooper, DM SELPA Director rint Name and Title of Site Administrator	0-50500-22000-5890-7210000 eb 11, 2021 Alanna Cdoper (Feb 11, 2021 10:23 PST Date Signature of Site	Administrator
ccount Number to be Charged: 01.1-65000 lanna Cooper, DM SELPA Director rint Name and Title of Site Administrator using categorical funds, forward this agree	0-50500-22000-5890-7210000 eb 11, 2021 Alama Cooper (Feb 11, 2021 10:23 PS) Date Signature of Site	Administrator
ccount Number to be Charged: 01.1-65000 lanna Cooper, DM SELPA Director rint Name and Title of Site Administrator using categorical funds, forward this agree	0-50500-22000-5890-7210000 eb 11, 2021 Alama Cooper (Feb 11, 2021 10:23 PS) Date Signature of Site	Administrator
District under to be Charged: 01.1-65000 Selanna Cooper, DM SELPA Director Frint Name and Title of Site Administrator using categorical funds, forward this agree	0-50500-22000-5890-7210000 eb 11, 2021 Alama Cooper (Feb 11, 2021 10:23 PS) Date Signature of Site	Administrator
ccount Number to be Charged: 01.1-65000 lanna Cooper, DM SELPA Director rint Name and Title of Site Administrator using categorical funds, forward this agree pproval before sending to Business Service	Date Signature of Site ment to the appropriate Program Les.	Administrator Director for
District under to be Charged: 01.1-65000 Alanna Cooper, DM SELPA Director Print Name and Title of Site Administrator using categorical funds, forward this agrees approval before sending to Business Service	Date Signature of Site ment to the appropriate Program Less.	Administrator Director for
District under to be Charged: 01.1-65000 Alanna Cooper, DM SELPA Director Print Name and Title of Site Administrator using categorical funds, forward this agree pproval before sending to Business Service	Date Signature of Site ment to the appropriate Program Les.	Administrator Director for
ccount Number to be Charged: danna Cooper, DM SELPA Director rint Name and Title of Site Administrator using categorical funds, forward this agree pproval before sending to Business Service ignature of Program Director	Date Signature of Site ment to the appropriate Program Less. Date Financial Service	Administrator Director for
District under to be Charged: 01.1-65000	Date Signature of Site ment to the appropriate Program Less. Date Financial Service	Administrator



III. 42. APPROVE Service Agreement No. 202021-294 with Rob Wiltsey Creative Partners, dba School Shine, to provide video production and video rework services from March 9, 2021 through June 30, 2021.

Supporting Documents



scan0569

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

SERVICE AGREEMENT Agreement No. 202021-294

THIS AGREEMENT made and entered into this 19th of _____ February 2021 by and between Rob Wiltsey Creative Partners (School Shin, 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 production of five (5) videos highlighting construction at DUSD Middle Schools, one unified video, reworking of a previous video, and voiceover talent cost of post production video reworking. 2. Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$13,550.00 ____, not to exceed \$ 13,550.00 SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241. 3. Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement. 4. <u>Term</u>. The term of this agreement begins <u>March 9, 2021</u> and will terminate on or provided all services under this Contract are performed in a before June 30, 2021 satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice. 5. Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's

employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-294 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District Service Agreement No. 202021-294 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:

Name:

SERVICE PROVIDER

Rob Wiltsey Creative Partners

DISTRICT

Business Services

Service Agreement No. 202021-294

Downey Unified School District

DBA - School Shine Dept.: 11627 Brookshire Ave. 300 S. Raymond Avenue, Suite 6 Address: Downey, CA 90241 Pasadena, CA 91105 Contact: Debbie Black Rob Wiltsey Contact: (562)469-6521/dblack@dusd.net Phone/email: (626) 533-0334; rob@schoolshine.com IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Rob Wilter Courtre Partners DOWNEY UNIFIED SCHOOL DISTRICT Signature Print Name: Christina Aragon Print Name: Rob Wiltsey Print Title: Associate Superintendent **Print Title:** President **Business Services** 2/22/21 Date: Date: District use only below line Account Number to be Charged 01.0-03000.0-00000-71500-5830-7510460 John A. Garcia, Jr., Ph.D., Superintendent Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

Downey Unified School District Video Production Services

FROM

Rob Wiltsey Creative Partners (DBA School Shine) 300 S Raymond Ave, Suite 6 Pasadena CA, 91105 (626) 533-0334

FOR

Downey Unified School District 11627 Brookshire Ave Downey, CA 90241 (562) 469-6500

Item	Quantity	Cost	Notes	Amount
Full Standard School Shine Production Days School Shine will produce the following five (5) video deliverables via three (3) Full School Shine production days (each video ~90-seconds): School Site 1 Video School Site 2 Video School Site 3 Video School Site 4 Video Overview Video Production Schedule: Production Day 1: A-roll for all videos Production Day 2: B-roll for School Sites 1 & 2 Production Day 3: B-roll for School Sites 3 & 4	3	\$4,000	Each School Shine deliverable includes the following: Pre Production Project Management Content Strategy Creative Development Logistical Planning Scheduling Equipment (as needed) Cinema Cameras Art Lenses Professional Audio LED Lighting Panels Aerial Drone School Shine Personnel Producer Creative Director Cinematographer Lighting/Audio Technician Video Editor Post Production Data Management Editing Color Correction Post Audio Graphics and Logos Rounds of Change Orders Encoding/Deliverables Final Delivery Files: HD 1080p h.264 (Additional formats may be provided upon request) (School Shine will provide licenses for all music tracks)	\$12,000
Post Production School Shine will re-edit the following video to remove an interviewee, and add in scripted voice-over: https://vimeo.com/390833617/2ccfed5f3d	1	\$1,250	 Project Management Script writing Voice-Over Casting Editing Sound Mixing Final Delivery 	\$1,250
Voice Over Talent Cost	1	\$300		\$300
			Total	\$13,550





III. 44. APPROVE Agreement No. 202021-296 with Cooperative Strategies, LLC to prepare a residential and commercial/industrial development school fee justification study report for the 2021 calendar year.

Supporting Documents



scan0570



AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this __9th___ day of _March__, 2021 ("Effective Date"), by and between Downey Unified School District at 11627 Brookshire Avenue Downey, CA 90241, hereinafter called "Client", and Cooperative Strategies, LLC at 8955 Research Drive, Irvine, CA 92618, hereinafter called "Consultant". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

- **Section 1.1** Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.
- **Section 1.2** No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

ARTICLE II. OWNERSHIP: USE

- Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented or reduced to practice ("Consultant Materials").
- Section 2.2 <u>Client's Rights and Obligations</u>. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.
- Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale or

distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. COMPENSATION

- **Section 3.1** Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.
- **Section 3.2** Reimbursement. Client shall reimburse Consultant for Consultant's expenses incurred in performance of the Services plus a 15% administrative charge. Expenses may include: (a) Clerical assistance @ \$50.00 per hour; (b) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs; (c) Third-party photographic reproduction and data purchases; and (d) Photocopies, facsimile, postage, overnight deliveries, conference calls and phone calls at 5% of Services billed.
- **Section 3.3** Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

- **Section 4.1** Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards and Exhibit C hereto, if applicable ("State Addendum").
- **Section 4.2** Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.
- **Section 4.3** <u>Workers' Compensation</u>. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.
- **Section 4.4** <u>Liability Insurance</u>. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V. OTHER AGREEMENTS OF CLIENT

Section 5.1 <u>Client's Assistance</u>. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports)

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or

other damaging or disabling code.

Section 5.3 Non-Solicitation. Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason (other than through breach of this Section 5.5), or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

ARTICLE VI. TERM; TERMINATION

- **Section 6.1** Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.
- **Section 6.2** <u>Convenience</u>. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.
- Section 6.3 Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.
- **Section 6.4** Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.
- **Section 6.5** <u>Mutual Indemnification</u>. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "<u>Claims</u>") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses,

arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1,2, 3.1, 3.2, 3.3, 5.2, 5.3, 6.4, 6.5, 6.6 and Articles II, VII and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

- Section 7.1 <u>Definition</u>. "<u>Confidential Information</u>" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).
- Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.
- **Section 7.3** <u>Compelled Disclosure</u>. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.
- **Section 7.4** <u>Injunctive Relief.</u> Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. GENERAL PROVISIONS

- Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: lferchaw@coopstrategies.com; Client: caragon@dusd.net), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.
- **Section 8.2** <u>Assignment.</u> Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.
- **Section 8.3** <u>Not Public Official</u>. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.
- **Section 8.4** Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending or replacing such statute.
- **Section 8.5** Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.
- **Section 8.6** Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

- Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.
- **Section 8.8** Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules.
- **Section 8.9** <u>Third Parties.</u> Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.
- Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- **Section 8.11** Force Majeure. Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.
- **Section 8.12** <u>Limitation of Liability</u>. The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client's sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant's total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

Section 8.13 <u>DISCLAIMER</u>. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT'S ORGANIZATION IS AT CLIENT'S OWN DISCRETION AND RISK.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:	CLIENT:
Cooperative Strategies, LLC	Downey Unified School District
By: Larry Ferchaw Partner	By: Christina Aragon Associate Superintendent, Business Services
Date: February 17, 2021	Date: March 9, 2021

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EXHIBIT A

STATEMENT OF WORK

DOWNEY UNIFIED SCHOOL DISTRICT DEVELOPER FEE JUSTIFICATION STUDY SERVICES

Cooperative Strategies, LLC shall prepare a Residential and Commercial/Industrial Development School Fee Justification Studies ("Study") for Downey Unified School District ("Client" or "School District") in calendar year 2021. The specific activities and tasks to be performed under this Statement of Work include the following:

Residential Development School Fee Justification Studies

ACTIVITY	TASKS
1.	1.A. Student Generation Factors
Background Research	Cooperative Strategies will calculate student generation factors ("SGF") by housing category (i.e., single family detached and multi-family attached) and school level. SGFs will be calculated by comparing student enrollment of the School District to residential data provided from the County Office of the Assessor ("Assessor").
	1.B. Existing School Facilities Capacity
	Cooperative Strategies will review the school facilities capacity of the School District as reported on SAB Form 50-02 to determine the number of students that can be adequately housed at each school level. In the absence of SAB Form 50-02, Cooperative Strategies will work with the School District to calculate the school facilities capacity based on an inventory of classrooms being utilized by the School District and their corresponding student loading standards at each school level.
	1.C. Future Residential Units
	Cooperative Strategies will review general plans and specific plans of jurisdictions (e.g., city or county) served by the School District, as well as tentative and final tract maps in the School District and other data to estimate the number of future residential units by housing category that can be constructed within the School District.

ACTIVITY	TASKS
2.	2.A. Existing Capacity vs. Student Enrollment
Determine School Facility Needs	Cooperative Strategies will compare existing enrollment to facilities capacity as determined in Task 1.B. to determine whether any surplus seats exist to house students generated from future residential units. Cooperative Strategies will compare the enrollment to the capacity by school level.
	2.B. Student Enrollment Projections
	Cooperative Strategies will project the number of students to be generated by housing category and school level from future residential units within the School District. Enrollment projections will be based on SGFs calculated in Task 1.A. and future units identified in Task 1.C.
	2.C. School Facility Needs
	This task involves determining the number and type of school facilities by school level that will need to be expanded by the School District based on the projected enrollment calculated in Task 2.B. and the capacity of existing school facilities analyzed in Task 2.A. Cooperative Strategies will determine the amount of facility expansion needed to adequately house all of the students at build-out.
3.	3.A. School Facility Costs
School Facilities Impact Per Housing Category	Cooperative Strategies will review and analyze documents of the School District to estimate the cost of constructing or expanding the school facilities identified in Task 2.C. If the School District cannot provide Cooperative Strategies with sufficient/adequate cost information regarding the construction or expansion of school facilities, Cooperative Strategies will estimate school facility expansion costs based on square footage and cost allowances established by the Office of Public School Construction

by the Office of Public School Construction.

ACTIVITY	TASKS		
	3.B. School Facilities Impact Analysis for Residential Development		
	Cooperative Strategies will estimate the full school facilities impacts per unit and square foot of residential floor space that must be mitigated by each housing category. Residential housing impacts will be based on data and material assembled in Activities 1, 2, and 3. If full school facilities impacts per square foot of residential floor space exceeds the new School Fee for a housing category, then the full new School Fee is justified for such housing category.		
4.	4.A. Study Preparation		
Study Preparation	Cooperative Strategies will prepare one draft and one final version of the report presenting the findings of the Residential Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.		

Commercial/Industrial Development School Fee Justification Studies

ACTIVITY	TASKS
5.	5.A. Employer Research
School Facilities Impact Per Commercial/ Industrial Building	Cooperative Strategies will determine the employment generation rates per building square foot and per gross acre by commercial/industrial building and the employee migration factor for the School District. Cooperative Strategies will determine employment generation rates and employee migration factors by reviewing prior Studies prepared for the School District or analyzing data provided by the San Diego Association of Governments ("SANDAG") and the Bureau of the Census.

5.B. Commercial/Industrial Fee Analysis

Cooperative Strategies will estimate the amount of developer impacts per square foot of floor space for each commercial/industrial building identified in Task 1.A., based on <u>prototypical</u> land use units of 1,000 square feet of floor space each. This task includes the following subtasks:

i. Employment Impacts

Cooperative Strategies will estimate the on-site employment impact of a prototypical land use unit. Employment impacts will be determined by land use and industry type, based on employment generation factors identified in Task 1.A.

ii. Household Impacts

Cooperative Strategies will estimate, for each commercial/industrial building, the number of new households that will (i) locate within the School District, and (ii) generate additional demand for school facilities, based on the Employment Impacts per commercial/industrial building unit from Subtask 5.B.i. This subtask consists of six additional duties, all but one of which will be applied separately to each commercial/industrial building identified in Subtask 5.B.i.

- a) Estimate the current number of workers per household within the School District (if possible, by commercial/industrial building) based on current housing and employment estimates by state and county agencies, supplemented by the Census and other available data.
- b) For each commercial/industrial building, project the number of new "total households" established by persons employed within the School District, wherever these households may reside, based on Subtasks 5.B.i. and 5.B.ii.a). This is the total household impact.

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TASKS

- c) For each commercial/industrial building, estimate the propensity to migrate, i.e., the percentage of new total households identified in Subtask 5.B.ii.b). that will reside within the School District, based on employee residence information from the Census and other sources.
- d) For each commercial/industrial building, project the number of new "local households" that will locate within the School District as a direct result of commercial/industrial development within the School District, based on Subtasks 5.B.ii.b). and 5.B.ii.c). This is the local household impact.
- e) Estimate the propensity to occupy new housing, i.e., the percentage of new local households that will reside in new housing units or displace existing households that will move into new housing units.
 - The total percentage of new local households falling into these categories will be derived from the current ratios of new to existing home sales in the general School District area, as indicated by the Department of Finance, Dataquick, and other sources.
- f) For each commercial/industrial building, project the number of new "net local households" that will locate within the School District as a result of commercial/industrial development within the School District, based on Subtasks 5.B.ii.d). and 5.B.ii.e). This is the net local household impact.

iii. Student Generation impacts by School Level

Cooperative Strategies will estimate student generation impacts by School Level for each commercial/industrial building. This subtask consists of two additional duties:

a) Estimate student enrollment increases for each commercial/industrial building, based on SGFs calculated in Task 1.A. of the Residential Study and the net local household impacts per commercial/industrial building unit from Subtask 5.B.ii.f).

ACTIVITY	TASKS
	b) Estimate additional student enrollment increases for each commercial/industrial building based on (i) employment-related interdistrict transfer rates and (ii) estimated student enrollment increases per commercial The sum of both student enrollment increases from Subtasks 5.B.iii.a). and 5.B.iii.b). is the student generation impact.
	5.C. School Facilities Impact Analysis for Commercial / Industrial Development
	Cooperative Strategies will estimate the full school facilities impacts per 1,000 square feet of commercial/industrial floor space that must be mitigated by each commercial/industrial building.
	If the full school facilities impacts per square foot of commercial /industrial floor space for commercial/industrial building are less than the difference between the average Residential Impact per building square foot and the new Statutory School Fee, then the full impacts for that commercial/industrial building may be charged to the developer.
6.	6.A. Study Preparation
Study Preparation	Cooperative Strategies will prepare one draft and one final version of the report presenting the findings of the Commercial/Industrial Study. Cooperative Strategies shall provide the final version of the report in PDF format, in addition to bound copies in the quantity requested by the School District.

Studies Adoption Assistance

ACTIVITY	TASKS
7.	7.A. Respond to Public Comments
Assistance in Adoption of Studies	Cooperative Strategies will review any written comments received from members of the development community related to the Studies and assisting staff of the School District and legal counsel provide written responses to such comments.
	7.B. Preparation and Attendance at Meetings
	Cooperative Strategies will work with staff of the School District and legal counsel to prepare for any meetings with members of the development community prior to or after the adoption of the Studies. Cooperative Strategies, at the request of the School District, will participate in such meetings to provide data or explanation for the Fee Studies.
	7.C. Attendance at Meetings of the Governing Board
	Cooperative Strategies will attend one (1) meeting where the public hearing and/or consideration of the Studies occurs. Cooperative Strategies shall be prepared to present the Studies or answer any questions from members of the Governing Board or public related to the Studies.

EXHIBIT B

FEE SCHEDULE

DOWNEY UNIFIED SCHOOL DISTRICT DEVELOPER FEE JUSTIFICATION STUDY SERVICES

The proposed fees for Cooperative Strategies to prepare the Developer Fee Justification Study for Downey Unified School District ("School District or "Client") as described in Exhibit A are outlined in the table below. Cooperative Strategies shall invoice on a monthly basis representing the percentage of work completed.

SERVICE DESCRIPTION	PROPOSED FEE
Developer Fee Study	\$7,200 (plus expenses, not to exceed \$720)



III. 45. RATIFY Service Agreement No. 202021-297 with Capturing Kids' Hearts to provide Excel-ing Virtually Trainings from February 24, 2021 through March 24, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-297

an	HIS AGREEMENT made and entered into this 22nd of February, 2021 by and tween Capturing Kids' Hearts, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. EXCEL-ing Virtually Trainings
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$34,500.00, not to exceed \$41,400.00 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 02/24/2021 and will terminate on or before 03/24/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-297

Page 2 of 4

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

- 8. Agreement to Arbitrate. The parties agree to arbitrate any controversy, claim or dispute between them arising out of or in any way related to this Agreement, the relationship between them, or any disputes upon termination of Agreement. Arbitration is the parties' only recourse for such claims and the parties waive the right to pursue such claims in any other forum, unless otherwise required by law.
- 9. Force Maieure Clause. The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 10. <u>Attorney's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. 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.

Downey Unified School District Service Agreement No. 202021-297

Page 3 of 4

14. Notices: Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows: DISTRICT SERVICE PROVIDER **Downey Unified School District** Name: Capturing Kids' Hearts **Business Services** Dept.: 11627 Brookshire Ave. 1199 Haywood Drive Address: Downey, CA 90241 College Station, TX 77845 Contact: Debbie Black Contact: Angie Shoffner (562)469-6521/dblack@dusd.net Phone/email: 800-316-4311 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 Capturing Kids' Hearts Signature Print Name: Christina Aragon Print Name: Ashley Giles Print Title: Associate Superintendent Print Title: **Operations Coordinator Business Services** Date: Date: 02.22.2021 District use only below line Account Number to be Charged 01.0-30100.0-11100-10000-5810-7470000 Veronica Lizardi, Ed.D., Director, Instr. Support Programs Name and Title of Site Administrator-Please print Signature of Site Administrator

Signature of Program Director ONLY IF using categorical funds

Downey Unified School District

Service Agreement No. 202021-297

Page 4 of 4



Training Confirmation Agreement Prepared for Downey Unified School District

February 19, 2021



Downey Unified School District 11627 Brookshire Avenue Downey, California 90241

Thank you for selecting Capturing Kids' Hearts to provide your staff development needs. We look forward to serving you. Our goal is to provide you with a training that will both motivate and empower the participants to a new level of success.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Downey Unified School District ("CUSTOMER"). Please take a moment to review the information that follows and then sign and return this form to us promptly to confirm your training reservation.

SECTION 1: TRAINING INFORMATION

Product		
EXCEL-ing Virtually	Date	
Twenty-three, two-hour virtual training cohort(s) for up to 25 participants per cohort.	February 24- March 24, 2021	
Included in each cohort:		
One, 2-hour live virtual session.		
Each participant will receive 2 Continuing Education Units (CEU) for attending.		
Designed for teachers and campus administrators who have experienced Capturing Kids' Hearts 1™.		

SECTION 2: TRAINING SET-UP SPECIFICATIONS

- There are to be no more than 25 people per trainer because of group processes involved.
- This training is an interactive, participatory event. Video participation with attendees is essential to fully engage in this event.
- As our training is a process, participants must attend all sessions consecutively and should not "come and go" to sessions.
- There are no make-up-days for training. Please invite participants who will be able to attend the session.

SECTION 3: INVESTMENT

Contract Fee: \$34,500

Other charges (if applicable): A \$60.00 fee will be charged per person over 25 participants (not to exceed 30) per training cohort.

SECTION 4: PAYMENT POLICIES

- A Purchase Order will be required prior to services being rendered.
- The fee for each service, will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

Authorized Signer Initials <u>V</u>3
Downey Unified School District



SECTION 5: EVENT CONFIRMATION

- Both parties will consider this program confirmed upon the signing of this agreement prior to January 29, 2021.
 Upon execution of this Agreement, Capturing Kids' Hearts will reserve your function at the exclusion of all other business opportunities.
- CUSTOMER grants Capturing Kids' Hearts permission to contact its employees and or faculty members via email.

SECTION 6: RESCHEDULING/CANCELLATION POLICY

- Capturing Kids' Hearts can honor rescheduling requests 30 days or more before the first day of the event at no penalty and can be rescheduled for another time based on availability.
- Should CUSTOMER notify Capturing Kids' Hearts less than 30 days before the first day of the event, then both
 parties understand this event has been cancelled and the full contract fee will be assessed.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a
 result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion,
 act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection,
 military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor
 dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a
 right to terminate this Agreement in such circumstances.
- Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all nonexcused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

SECTION 7: INTELLECTUAL PROPERTY POLICY

- Capturing Kids' Hearts intellectual property is a crucial part of providing training materials and consulting services to its clients, and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect the COMPANY's intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph, and you are agreeing that none of the training materials, notebooks, videos, presentations, processes, concepts, or parts thereof may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.
- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.

Authorized Signer Initials 15 Downey Unified School District



SECTION 8: CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person parties in the planning of this evento

Signed:/

(CUSTOMER's Authorized representative)

Date: February 22, 2021

Print Name: Veronica Lizardi, Ed.D.

Title: Director, Instructional Support Programs

SECTION 9: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts
Attn: Angie Shoffner
Angie.shoffner@capturingkidshearts.org
1199 Haywood Drive
College Station, TX 77845
Phone: 800-316-4311

Fax: 877-941-4700

Authorized Signer Initials

Bowney Unified School District



III. 46. RATIFY Agreement No. 202021-298 with the San Joaquin County Office of Education/CodeStack to use EDJOIN advertising services to advertise for vacant positions within the District from July 1, 2020 through June 30, 2021.

Supporting Documents



scan0572

FY 20/21 EDJOIN Service Agreement

This EDJOIN Service Agreement (hereinafter "Agreement") is by and between Downey Unified School District which seeks to use EDJOIN services (hereinafter "Employer") whose name, address and other information appears herein this Agreement, and CodeStack, (hereinafter "SJCOE/CodeStack"), a department of the San Joaquin County Office of Education with its principle place of business at 2901 Arch-Airport Road, Stockton, CA 95206.

WHEREAS, upon subscribing to the EDJOIN service, in accordance with the terms of this Agreement, the Employer will be able to post jobs on the EDJOIN web site, accept online applications via the EDJOIN web site, use EDJOIN Applicant Tracking features, and search the EDJOIN applicant bank.

NOW, THEREFORE, In consideration of the foregoing premises and the promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, SJCOE/CodeStack and Employer, intending to be legally bound, hereby agree as follows:

Section 1: Employer's Duties

Employer agrees that it will not perform or fail to perform any act which would violate federal, state, or local law. Employer also agrees NOT TO MAKE UNSOLICITED contact to EDJOIN applicants to promote any services or products. This action is grounds for immediate termination of your account. You will also be in violation of this Agreement and subject to legal action.

Section 2: Service Fees and Charges

In addition to Employer's other duties set forth in this Agreement, Employer shall pay all fees and charges - as set forth in the invoice below

Section 3: Payment Policy

Employer shall pay to SJCOE/CodeStack the total fees, as defined in Section 2 above, upon signing this Agreement. Employer agrees that SJCOE/CodeStack shall terminate service if SJCOE/CodeStack does not receive payment for the total fees within sixty (60) days from the signing of this Agreement.

Section 4: Service Cancellation

Employer may at any time cancel this contract upon written notice to SJCOE/CodeStack. The service fee is not refundable upon any such notice of termination.

Section 5: Service Term

The Service Period shall begin the date the Employer accepts the terms of the Agreement and Generates the Invoice and shall continue for the remainder of the fiscal year. The term of this Agreement shall continue until the end of the Service Period or Employer is terminated by SJCOE/CodeStack under any provisions of this Agreement. SJCOE/CodeStack reserves the right to immediately terminate this Agreement upon: (i) A breach of Employer duties provided for under this Agreement including, but not limited to, Employer's failure to pay any amounts when they become due; or (ii) Making unsolicited contact to EDJOIN applicants to promote any services or products; or (iii) A requirement by law or regulatory act; or (iv) Employer becomes insolvent or commits any act of bankruptcy, or a petition for involuntary bankruptcy is filed against Employer, or Employer makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws.

Section 6: Regulatory Compliance

Employer represents and warrants that it will conform to any and all laws, rules, regulations, requirements and/or other standards that are established by regulatory agencies. Employer specifically acknowledges and agrees that SJCOE/CodeStack has not and is not expected to provide Employer with any analysis, interpretation or advice regarding compliance with any aspect of any such laws, regulations, or guidelines.

Section 7: Limitations of Damages

SJCOE/CodeStack shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if SJCOE/CodeStack has been advised of the possibility of such damages.

Section 8: Indemnification

SJCOE/CodeStack agrees to indemnify, defend and hold harmless Employer for and against any and all actions, claims, complaints, formal or informal, caused by or the result of negligence of SJCOE/CodeStack.

Employer agrees to indemnify, defend and hold harmless SJCOE/CodeStack for and against any and all actions, claims, complaints, formal or informal, caused by the result of negligence of Employer.

Section 9: Relationship of the Parties

This Agreement is between two independent parties and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

Section 10: Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. No change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 11: Binding Effect

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Person Signing Service Agreement:

Christina Aragon Associate Superintendent, Business Services

Date Signed: March 9, 2021



III. 49. APPROVE the Memorandum of Understanding with the County of Los Angeles, Department of Public Health, for Department of Public Health Vaccine Administration Project through the Downey Adult School from March 9, 2021 through January 31, 2022.

Supporting Documents



scan0573

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH AND

DOWNEY ADULT SCHOOL FOR

DEPARTMENT OF PUBLIC HEALTH VACCINE ADMINSTRATION PROGRAM

PREFACE

This Memorandum of Understanding ("MOU") is entered into this **9**th day of **March**, **2021**, by and between the County of Los Angeles Department of Public Health (hereafter referred to as "Public Health") and Downey Adult School (hereafter referred to as "University").

BACKGROUND

On March 4, 2020, the County of Los Angeles (County) Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of the Coronavirus-2019 (COVID-19) across the country. To support its ongoing efforts in combating COVID-19, the County requires nursing student volunteers (volunteers) to perform vaccine administration duties including vaccine preparation and/or medical dispensing.

I. TERM OF MOU

This MOU will be effective upon the date written above and shall continue through January 31, 2022, unless sooner terminated according to Section III, "Termination".

II. DISPUTE

Any disputes between Public Health and University regarding the performance of services reflected in this MOU will be brought to the attention of the Public Health Director. It shall be resolved by the Public Health Director, or designee, and the decision will be final.

III. TERMINATION

Either party may terminate this MOU at any time, with or without cause, upon giving at least thirty (30) calendar days' advance written notice to the other party. Any written notice of termination shall state the future date that termination shall become effective.

IV. DESCRIPTION OF SERVICES

A. UNIVERSITY RESPONSIBILITIES

University agrees to the terms of the Business Associate Agreement, Attachment A and shall perform all of the following duties as part of its obligation under this MOU with Public Health.

- Designate a responsible party on behalf of the University for all communications related to this MOU.
- Designate a Nursing Instructor who shall provide oversight, supervision and instruction to its volunteers while at Public Health Facilities and/or Programs. If nurse instructor is unavailable and a replacement cannot be provided all volunteer shifts must be cancelled. Nurse instructor will also be responsible for signing off on any volunteer documentation as required by University.
- Screen and refer qualified volunteers to Public Health to conduct vaccine administration activities including vaccine preparation and/or medical dispensing.

Volunteer requirements:

- Volunteers must be a Registered Nursing (RN) student, Licensed Vocational Nurse (LVN), or LVN student
- Volunteers must commit to 10-hour shifts, and be open to working weekend shifts
 - Volunteers must complete all the required Public Health training prior to starting shift
- Ensure each volunteer has completed the required Public Health trainings and certification checks, and document on Attestation (Attachment B), prior to beginning volunteer services with Public Health.
- Universities are responsible for fit testing student volunteers. Student volunteers must bring fit test results in order to be granted a N95 respirator. N95 respirators are optional.

B. PUBLIC HEALTH RESPONSIBILITIES

Public Health shall perform all of the following duties as part of its obligation under this MOU with Provider:

- Designate a Public Health responsible party for all communications related to this MOU, and to coordinate all activities for volunteers, including onboarding, training, and any other needs in order to allow volunteers to conduct vaccine administration activities.
 - Ensure each volunteer completes the County required Volunteer packet prior to beginning services under this MOU including, but not limited to:

- a. Disaster Service Worker/Volunteer Confidentiality Agreement and Acknowledgement. A copy of the signed Agreement for each volunteer will be kept on file by Public Health.
- Agreement for Acceptable Use and Confidentiality of County Information Technology Resources. A copy of the Agreement for each volunteer will be kept on file by Public Health.
- c. Attestation form (Attachment B). Attesting to completion of all Public Health required trainings and certification checks. A copy of the Attestation form for each volunteer will be kept on file by Public Health.
- Public Health will provide personal protective equipment (PPE), such as medical grade masks, gowns, gloves, and eye protection for students to safely perform their assigned duties, based on recommendations provided by the Centers for Disease Control. N95 respirators are optional and will be provided if students have fit test results and are fitted for N95s currently used by DPH, subject to the availability of Public Health's supply/inventory. Universities are responsible for fit testing clinical student volunteers.

V. ROLES:

- A. Vaccine Preparation Volunteer (RN student or LVN) will be responsible for preparing vaccines for dispensing and ensure proper storage and handling of vaccines. For a complete list of duties, please refer to Attachment C-1, Duty Statement.
- B. Medical Dispensing Volunteer (RN student or LVN) will be responsible to work in the Medical Dispensing Area to review client forms, administer vaccines, direct clients to the observation area, and follow safe vaccine administration practices. For a complete list of duties, please refer to Attachment C-2, Duty Statement.
- C. Nursing Instructor will be responsible for oversight and supervision of a maximum of 12 volunteers per nursing instructor. They will ensure appropriate shift assignments of student volunteer groups in conjunction with Public Health Logistics. For a complete list of duties, please refer to Attachment C-3, Duty Statement.

VI. APPLICABLE DOCUMENTS

Attachments A, B, C-1, C-2, and C-3 are attached hereto and form a part of this MOU. Attachments are detailed below:

- Attachment A Business Associate Agreement
- Attachment B Attestation Form
- Attachment C-1 Duty Statement for Vaccine Prep Volunteer

- Attachment C-2 Duty Statement for Medical Dispensing Volunteer
- Attachment C-3 Duty Statement for Nursing Instructor
- Note: Duty Statements are subject to change, as needed

VII. **AMENDMENTS**

It is mutually agreed that this MOU may be modified or amended by mutual consent, and such modification shall be in writing and effective upon the execution of a written amendment of this MOU by both parties hereto.

VIII. COST

No reimbursement or compensation will be made by either party to the other for responsibilities described herein.

DESIGNATION OF RESPONSIBLE PARTIES IX.

The following persons, identified by position and title, have been designated as the responsible parties for all communications, including required notices, related of this MOU:

Public Health Contacts:

Name:

Jennifer Rivera

Title:

Assistant Nursing Director, Administration

Address:

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Stephanie-Ruiz Perez (Logistics)

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Downey Unified School Distrct Contact:

Name: Christina Aragon

Title: Associate Superintendent, Business Services, Downey Unified School

District

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Downey Adult School Contact:

Name: Mariana Pacheco, RN, MSN

Title: Director, of Nursing, EMT, Phlebotomy, and EKG/ECG

Attended to A. W. Duth Scale and for Vaccine Pred Volunted

Address: 12340 Woodruff Avenue, Downey, CA 90241

Email: mpacheco@dusd.net

Date

THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE DULY EXECUTED ON THE DAY, MONTH, AND YEAR INDICATED ON PAGE 1.

SIGNATURES:

The undersigned hereby represent and acknowledge that they are duly authorized to execute this MOU on behalf of the entity for which they sign.

DEPARTMENT OF PUBLIC HEALTH Barbara Ferrer, Ph.D., M.P.H., M.Ed. Date Director DOWNEY UNIFIED SCHOOL DISTRICT/DOWNEY ADULT SCHOOL March 9, 2021 Christina Aragon

- VACCINE ADMINISTRATION SERVICES

Associate Superintendent, Business Services

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at C.F.R § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "<u>Data Aggregation</u>" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 <u>"De-identification"</u> refers to the de-identification standard at 45 C.F.R. 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 <u>"Disclose"</u> and <u>"Disclosure"</u> mean, with respect to Protected Health Information the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)

- 1.8 "<u>Electronic Health Record</u>" means an electronic record of health-related information on and individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the meaning as the term "health care operations" at 45 C.F.R. § 164.501.

- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required By Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103.

- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "<u>Subcontractor</u>" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "<u>Unsecured Protected Health Information</u>" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "<u>Use</u>" or "<u>Uses</u>" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R. § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.
- 2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED
 HEALTH INFORMATION
 - 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
 - 2.2 Business Associate may Use Protected Health Information for deidentification of the information if de-identification of the information is required to provide Services.

- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e. the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
- 3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH

 INFORMATION
 - 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sub-Paragraph 2.5 and 2.6 above.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Sub-Paragraph 2.2 above.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate

 Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sub-Paragraph 5.1.1, 5.1.2 and 5.1.3 below.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its

employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Sub-Paragraph 5.3, for any reporting required by Sub-Paragraph 5.1, Business Associate shall provide, to the extent available, all information required by, and within the time frames specified in, Sub-Paragraphs 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate shall make an <u>immediate telephonic report</u> upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and

the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health
 Information involved in the non-permitted Use or Disclosure, Security
 Incident, or Breach (such as whether full name, social security
 number, date of birth, home address, account number, diagnosis,
 disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012,

PRIVACY@ceo.lacounty.gov, that includes, to the extent possible:

(a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;

- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health
 Information involved in the non-permitted Use or Disclosure, Security
 Incident, or Breach (such as whether full name, social security
 number, date of birth, home address, account number, diagnosis,
 disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Sub-paragraphs 5.2.1 or 5.2.2 at the time of the required report,

Business Associate shall provide such information promptly thereafter as such information becomes available.

- 5.3 Business Associate may delay the notification required by Subparagraph 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Sub-paragraph 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Sub-paragraph 6.1.
- 6.3 If the steps required by Sub-paragraph 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sub-paragraphs 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Sub-paragraph 6.1, the agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Sub-paragraph 6.1, agreement required by Sub-paragraph 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Sub-paragraph 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Sub-paragraph 6.1.
- 6.8 Sub-paragraphs 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDED OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health
 Information directly from Business Associate or its agents or Subcontractors,
 Business Associate shall notify Covered Entity in writing within five (5) days of the
 receipt of the request. Whether an amendment shall be granted or denied shall be
 determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
 - 9.1.1 Any accounting of disclosures provided by Business Associate under Sub-paragraph 9.1 shall include:
 - (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;

- (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Sub-paragraph 9.1, Business Associate shall document the information specified in Sub-paragraph 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Sub-paragraph 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. MITIGATION OF HARMFUL EFFECTS

Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
 - (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Sub-paragraph 13.1 and/or to establish the contact procedures described in Sub-paragraph 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected

Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by Sub-paragraph 13.1 or in establishing the contact procedures required by Sub-paragraph 13.1.2.

14. <u>INDEMNIFICATION</u>

14.1 Business Associate shall indemnify, defend, and hold harmless
Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Sub-paragraph 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF A COVERED ENTITY

15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sub-paragraphs 2.3, 2.5, and 2.6.

16. <u>TERM</u>

16.1 Unless sooner terminated as set forth in Sub-paragraph 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16.2 Notwithstanding Sub-paragraph 16.1, Business Associate's obligations under Sub-paragraphs 4.1, 4.2, 5.1, 5.2, 6.1, and 9.1, 10.1, 11.1, 11.2, and 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. <u>DEPOSITION OF PROTECTED HEALTH INFORMATION UPON</u> <u>TERMINATION OR EXPIRATION</u>

18.1 Except as provided in Sub-paragraph 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in sub-paragraph 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of sub-paragraph 18.2 and sub-paragraph 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Sub-paragraph 18.1, in the event return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health

Information for which destruction or return is feasible or that Protected Health
Information which is necessary for Business Associate to continue its proper
management and administration or to carry out its legal responsibilities and shall
return or destroy all other Protected Health Information.

- 18.3.1 Business Associate shall extend the protections of this
 Business Associate Agreement to such Protected Health Information,
 including continuing to use appropriate safeguards and continuing to comply
 with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected
 Health Information, to prevent the Use or Disclosure of such information
 other than as provided for in Sub-paragraphs 2.5 and 2.6 for so long as such
 Protected Health Information is retained, and Business Associate shall not
 Use or Disclose such Protected Health Information other than for the
 purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Sub-paragraph 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health

- Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Paragraph 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Sub-paragraph 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify
 Business Associate, or its detection but failure to require remediation by Business
 Associate of an unsatisfactory practice by Business Associate, shall not constitute
 acceptance of such practice or a waiver of Covered Entity's enforcement rights
 under this Business Associate Agreement or the applicable underlying Agreement,
 Contract, Master Agreement, Work Order, Purchase Order or other services
 arrangement, with or without payment, that gives rise to Contractor's status as a
 Business Associate.

19.6 Sub-paragraph 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

- 20.1 <u>Disclaimer</u>. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 <u>HIPAA Requirements</u>. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate

 Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement,

with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 <u>Regulatory References</u>. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 <u>Interpretation</u>. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

COUNTY OF LOS ANGELES-DEPARTMENT OF PUBLIC HEALTH VOLUNTEER ATTESTATION FORM

This form must be completed and submitted as partial documentation of completion of required training and competency checks for volunteers assisting with the COVID-19 Vaccination Administration Project.

Volunteer Name: License #: (if relevant)		
Volunteer Email:		
Volunteer Type: (check one)	cal Other:	
	Initial	
Training Completed:	Volunteer Nursing Instructor	
Health Insurance Portability and Accountability Act (HIPAA).	. (All Modules)	
Vaccine Administration – Clinical Staff Training (All Modules)	3)	
Vaccine Administration – Non-Clinical Staff Training (All Mod	dules)	
Review Job Action Sheets (JAS)		
Fit Test Date		
Donning and Doffing Competency Check		
Intramuscular (IM) Skills Competency Check		
I acknowledge that I have attended, completed, read and/or reviewed the trainings, and completed competency checks listed above. I understand that if I have any questions about the training, materials presented or information not addressed in the training, or if I encounter any problems, it is my responsibility to seek clarification from my Nursing Instructor or designated Public Health staff.		
Volunteer Name:		
Volunteer Signature:	Date:	
Nursing Instructor Signature	Date	

01/25/21

DUTY STATEMENT Vaccine Prep Volunteer

Duties

Initia	al Actions
	Report for on-site screening of COVID-19 and sign-in.
	Help set-up tables and chairs as directed.
	ap supplies and propare coolers for dispersing stations (see below).
	Prepare vaccines for dispensing based on the number of client registrations for the first hour of operations
	Attend on-site training.
Prepa	aring Coolers for Dispensing Stations (Refrigerated Temperatures)
u	Ensure that cold packs are properly conditioned (not frozen).
	Place enough conditioned cold packs to cover half of the bottom of the cooler.
	Completely cover cold packs and cooler bottom with 2-inches of bubble wrap.
	Layer refrigerated vaccines on the bubble wrap.
	Completely cover the vaccines with another 2-inch layer of bubble wrap.
	Place conditioned cold packs to cover half of the bubble wrap.
	Close the cooler.
Prope	er Vaccine Storage and Handling
	Keep vaccine coolers closed as much as possible and out of direct sunlight.
	Record vaccine storage temperatures on the Hourly Vaccine Temperature Log.
	If the vaccine storage temperature starts to rise, remove the old phase change materials (PCMs) and insert new
	ones.
	Notify the Vaccine Prep Team Leader of any vaccine storage temperature excursions.
Mode	rna Vaccine Prep – Drawing Vaccines (0.5 mL doses)
	Sanitize your hands and gather all the supplies needed: vaccine vial, alcohol prep pads, needles, and syringes. Keep
	vial out of direct sunlight.
	Check vaccine label for correct product name and expiration/beyond-use label. Never use vaccine after the beyond-
	use label of expiration date.
	With the vial upright, gently swirl the vaccine. Do not shake or roll in hands.
	Examine the vaccine. It should be white to off-white in color and may contain white particles. Do <u>not</u> use if liquid contains other particulate matter or is discolored.
	Remove the protective cap from the vial. Wipe the top of the vial with an alcohol prep pad and let it dry while you
	assemble/prepare a needle and syringe. Once dry, draw each dose as follows:
	Uncap the needle and pull back the syringe plunger equal to one dose of vaccine.
	Hold vaccine vial steady on the table, then insert the needle straight into the center of the stopper and inject air into the vial.
	Invert vaccine vial so the needle tip is in the liquid and withdraw one dose (0.5 mL).
	Return the needle and vial to the table, then withdraw the needle, tap the syringe, and push out any air. Ensure the syringe is not cold to the touch.
	Recap the clean needle by placing the syringe and cap on the table and using a one-handed scooping technique to
	bring the needle into the cap. Never re-cap a needle using both hands.
u	Repeat, gently swirling the vaccine vial before withdrawing each dose. Discard vial when there is not enough vaccine
	to obtain a complete dose. Do not combine residual vaccine from multiple vials to obtain a dose.
u	Write a note with the manufacturer, lot number, and date/time drawn. Vaccines must be used within 6 hours of being
	drawn. Discard any unused vaccine after 6 hours.

Pfizer	Vaccine Prep – Diluting Vaccines with 1.8 mL 0.9% sodium chloride
	Sanitize your hands and gather all the supplies needed: vaccine vial, diluent vial, alcohol prep pad, needles, and syringes. Keep vials out of direct sunlight.
-	Allow the vaccine to come to room temperature. Vaccine vials can be held at room temperature for up to 2 hours before mixing. After 2 hours, return unmixed vials to refrigerated temperatures.
<u> </u>	their expiration/beyond-use dates. Never use products after the beyond-use labelor expiration date
0	With the vaccine at room temperature, gently invert the vial 10 times. <u>Do not shake the vial.</u> If the vial is shaken, discard the vaccine into the sharps container.
	discolored.
	Remove the protective caps from the vials. Wipe the top of the vials with an alcohol prep pad and let them dry while you assemble/prepare a 21-gauge (or narrower) needle and syringe. Once dry, dilute the vaccine as follows:
	uncap the needle and hold the diluent vial steady on the table. Insert the needle straight into the center of the vial stopper, then invert the vial and pull the needle back so the tip is in the liquid. Draw 1.8 mL of the diluent (0.9% sodium chloride [normal saline, preservative-free]) into a mixing syringe, then withdraw the needle
u	other diluents to mix the vaccine.
	Hold the vaccine vial steady on the table. Insert the needle into the center of the vial stopper and inject all the diluent from the syringe. Using the mixing syringe, remove 1.8 mL of air from the vaccine vial to equalize the pressure in the vaccine vial.
	Remove mixing syringe and needle from the vial and discard into the sharps container, then gently invert the vial with the vaccine and diluent 10 times. Do <u>not</u> shake. The vaccine will be off-white in color. Do not use if discolored or contains particulate matter. If vial is shaken, discard the vaccine into the sharps container.
	Write the date and time the vaccine was mixed on the vial.
Pfizer	Vaccine Prep – Drawing Vaccines after Mixing with Diluent (0.3 mL doses)
u	Invert the vial with diluted vaccine and pull needle back so the tip is in the liquid, then withdraw one dose (0.3 mL)
	Return the needle and vial to table, then withdraw the needle, tap the syringe, and push out any air. Ensure the syringe is not cold to the touch.
	Recap the clean needle by placing the syringe and cap on the table and using a one-handed scooping technique to bring the needle into the cap. Never re-cap a needle using both hands. Repeat until all doses are drawn.
	Discard empty used vials in the sharps container.
	Write a note with the manufacturer, lot number, and date/time reconstituted. Vaccines must be used within 6 hours of dilution.
End o	
	Dispose of trash from Supply Area in the on-site trash cans or
	dumpsters
	Attend debrief.
	Sign-out.

1/22/21

DUTY STATEMENT Medical Dispensing Volunteer

Duties

Initia	al Actions
	Report for on-site screening of COVID-19 and sign-in.
	Help set-up tables and chairs as directed.
	Attend briefings.
	Pick-up supplies and prepare coolers for dispensing stations (see below).
	Attend on-site training.
Vacc	ine Screening
	and the control and dore the 2 delections.
	 Have you had a severe allergic reaction to any vaccine in the past?
	Do you feel sick today?
u	If they answer "yes" to either, politely inform them that they are unable to receive the COVID-19 vaccine today.
	Refer them to the vaccine team lead if they have additional questions.
u	Clarify any screening questions that they answered "yes" or "I don't know" to. There are no studies on vaccine
	safety for pregnant women or people with chronic medical conditions, but they can still receive the vaccine if they want it.
	then proceed to vaccine administration.
Vacci	ine Administration
	Ensure you are following the 7 rights of medication administration: Right patient, right time, right medication, right
	dose, right route and technique, right site, and right documentation.
	Clean hands with hand sanitizer and put on gloves.
	Identify the site of vaccine administration and administer vaccine via intramuscular injection in the following steps:
	 Clean the injection site (the deltoid muscle of the upper arm) by using an alcohol prep pad to
	wipe from the center of the injection site out about 2-inches in one circular motion.
	Throw away the alcohol pad into the trash can and allow the alcohol to air dry for several
	seconds. Don't blow on or fan the client's arm. Hold the client's deltoid muscle between your forefinger and thumb and insert the needle into
	 Hold the client's deltoid muscle between your forefinger and thumb and insert the needle into the muscle. Inject the entire contents of the syringe slow and steady.
	 Remove the needle, activate the safety mechanism, and dispose into the sharps container
	immediately.
	 Apply light pressure to the injection site with a dry cotton ball and apply bandage.
	Direct the client to wait for 15 minutes in the observation area if they have no history of anaphylaxis, or for 30
	minutes if they have had anaphylaxis from any cause.
The second of the second	Documentation
	Select "Vaccinated" next to the client's name in the identified data system. A new window will open.
<u></u>	Select the correct vaccine and lot number.
	Complete fields for route of administration, site of vaccine administration, reaction, vaccinator, vaccination date, and
	whether this vaccination completes the series.
	Once all fields are completed, select "Update" to save.
	of Shift
<u> </u>	Dispose of trash from your station in the on-site trash cans or dumpster.
	Return supplies to Logistics. Attend debrief.
	Sign out.
	oigh out.

1/25/21

DUTY STATEMENT Nursing Instructor

Duties

- Ensuring students follow the Department of Public Health (Public Health) Policies and Procedures in providing client care. Must ensure that his/her volunteers have successfully completed the required Public Health Trainings and certifications and submitted each volunteer's Attestation and completed volunteer packet prior to providing services at any Public Health site.
 Scheduling:

 The number of volunteers and ensuring the appropriate shift assignments in conjunction with Public Health Logistics.
 Trainings of the volunteers and attesting to completion of required Public Health Trainings for each
 - volunteer

 Supervision: Required in the interests of patient or client care or the interest of the County. Nursing Instructor shall, provide overall supervision and instruction to its students while at Public Health sites.

1/22/21



III. 50. RENEW Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-Rate), to AMS.NET, Livermore, in the amount of \$100,829.70, to be charged to the General and E-Rate Funds.



Supporting Documents



Business Services

DATE:

March 9, 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:

BASIC MAINTENANCE OF ELIGIBLE INTERNAL CONNECTIONS FOR

THE TECHNOLOGY DEPARTMENT (E-RATE)

ACTION ITEM

Board of Education authorization is requested to renew Bid #19/20-06 for services related to the basic maintenance of the District's internal connections for all network equipment, which received Board authorization to award at the meeting of March 10, 2020.

The Universal Service Fund Program Schools and Libraries Division (SLD) is appointed by the federal government to administer the E-Rate program and to disburse funds based on discounts in the form of reimbursements to help offset telecommunications costs. The purpose of this fund is to offset a majority of the service cost and to enhance communication by connecting schools, classrooms, and libraries to the internet and the public switched telephone network.

The awarded bidder, AMS.NET, Inc., Livermore, has met the requirements of the District and of the Universal Service Fund from the Schools and Libraries Division of the Universal Service Administrative Company (USAC) which administers the E-Rate program, and it is recommended that the agreement continue for another year.

SUPERINTENDENT'S RECOMMENDATION:

RENEW Bid #19/20-06 for Basic Maintenance of Eligible Internal Connections (E-RATE), to AMS.NET, Livermore, in the amount of \$100,829.70, to be charged to the General and E-Rate Funds.



III. 51. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140294-1 for the purchase of office supplies with SourceOne Office Products, Inc., Santa Fe Springs, by the Downey Unified School District, in the estimated amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, on an as needed basis to fill orders for office supply items with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE:

March 9, 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 OFFICE SUPPLIES FROM SOURCEONE

OFFICE PRODUCTS, INC.

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a County of Los Angeles contract with SourceOne Office Products, Inc. for the purchase of various office supply items as needed by the District.

The use of this contract through the County of Los Angeles (approved for use by the Los Angeles County Office of Education) will allow the District to take advantage of large volume discounts. The contract has already been competitively bid for use by public agencies and is valid from January 1, 2021 through December 31, 2023.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140294-1 for the purchase of office supplies with SourceOne Office Products, Inc., Santa Fe Springs, by the Downey Unified School District, in the estimated amount of \$100,000.00, with no guarantee that this amount will be met or exceeded, on an as needed basis to fill orders for office supply items with the same advantages, terms and conditions.



III. 52. ACCEPT and APPROVE the renewal and use of the Fontana Unified School District Bid No. 18/19-1505 for the Purchase of Paper Products for Printing Services with Spicers Paper, Inc., Santa Fe Springs, in the estimated amount of \$150,000.00, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District on an as needed basis to fill orders for copy paper with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE:

March 9, 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 OFFICE COPY PAPER

ACTION ITEM

Board of Education approval is requested to accept and approve the renewal of the use of a piggyback bid awarded by the Fontana Unified School District to Spicers Paper, Inc., Santa Fe Springs, for the purchase of office copy paper, as needed by the District.

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

The bid has been renewed by the Fontana Unified School District and is effective July 1, 2020 through June 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the renewal and use of The Fontana Unified School District Bid No. 18/19-1505 for the Purchase of Paper Products for Printing Services with Spicers Paper, Inc., Santa Fe Springs, in the estimated 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.



III. 53. ACCEPT and APPROVE the use of the Waterford Unified School District Bid #01/17 for School Buses with A-Z Bus Sales, Inc., Colton, in the anticipated annual amount of \$542,776.76, with no guarantee that this amount will be met or exceeded by the Downey Unified School District to fill orders for buses with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE:

March 9, 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 PURCHASE OF SCHOOL BUSES

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback bid from the Waterford Unified School District for the purchase of school buses as needed by the Transportation Services Department.

The use of this bid will allow the District to make the purchase of special needs school buses, standard buses, and electric buses without having to invest in the lengthy and costly process of formal advertised bidding.

The current bid has been extended by the Waterford Unified School District through December 31, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Waterford Unified School District Bid #01/17 for School Buses with A-Z Bus Sales, Inc., Colton, in the anticipated annual amount of \$542,776.76, with no guarantee that this amount will be met or exceeded, by the Downey Unified School District to fill orders for buses with the same advantages, terms and conditions.



III. 54. APPROVE Change Order #1 to Purchase Order #PO1-21*232 for the servicing of audiometer impedance meters and related items at the request of the Deaf and Hard of Hearing Program with E3 Audiometrics, Inc., Arlington Heights, Illinois, in the increased amount of \$5,000.00, to be charged to the General Fund.

Supporting Documents



Business Services

DATE:

March 9, 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 AUDIOMETER IMPEDENCE METER

MAINTENANCE SERVICES FOR THE DEAF AND HARD OF HEARING

PROGRAM

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO1-21*232 to cover the cost of servicing audiometer impedance meters and related items with E3 Audiometrics as requested by the Deaf and Hard of Hearing Program.

The Deaf and Hard of Hearing Program 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 \$8,500.00 to \$13,500.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO1-21*232 for the servicing of audiometer impedance meters and related items at the request of the Deaf and Hard of Hearing Program with E3 Audiometrics, Inc., Arlington Heights, Illinois, in the increased amount of 5,000.00, to be charged to the General Fund.



III. 55. APPROVE the increase to Purchase Order #PO2W-20*462 for architectural services for the Stauffer Middle School Modernization Project, with LPA, Inc., Irvine, in the increased amount of \$52,000.00, to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE:

March 9, 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 STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to increase Purchase Order #PO2w-20*462 to cover the cost of additional architectural services for revisions to the gymnasium project as a part of the Stauffer Middle School Modernization project.

The increase associated with this change is \$52,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the increase to Purchase Order #PO2W-20*462 for architectural services for the Stauffer Middle School Modernization Project, with LPA, Inc., Irvine, in the increased amount of \$52,000.00, to be charged to Measure O Bond Funds.



III. 56. APPROVE Change Order #1 to Purchase Order #PO3W-21*1503 for additional t-shirts for the TLC 5K Run with Onpoint Game Wear, Pico Rivera, in the increased amount of \$2,840.76, to be charged to the General Fund.

Supporting Documents



Business Services

DATE:

March 9, 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 T-SHIRTS FOR THE TLC 5K RUN AT THE

REQUEST OF TRUE LASTING CONNECTIONS (TLC)

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO3W-21*1503 to cover the cost of additional T-shirts needed for the TLC 5K run.

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 T-shirts needed as a result of increased participation.

The above change will increase the value of the Purchase Order from \$2,367.75 to \$5,208.51.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO3W-21*1503 for additional T-shirts for the TLC 5K run with Onpoint Game Wear, Pico Rivera, in the increased amount of \$2,840.76, to be charged to the General Fund.



III. 57. ACCEPT as complete Request for Qualifications/Proposals (RFQ/P) #2019/2020-01, Energy Efficiency Design and Construction Services for Buildings R, S and Y at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$1,297,236.00, 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



scan0581

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 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:

ENERGY EFFICIENCY DESIGN AND CONSTRUCTION SERVICES

FOR BUILDINGS R, S AND Y AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Request for Qualifications/Proposals (RFQ/P) #2019/2020-01 for energy design and construction services for HVAC systems and controls in the R, S and Y Buildings at Downey High School, which received authorization to award at the meeting of March 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 Request for Qualifications/Proposals (RFQ/P) #2019/2020-01, Energy Efficiency Design and Construction Services for Buildings R, S and Y at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$1,297,236.00, 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.



III. 58. ACCEPT as complete the exterior painting of Rio San Gabriel Elementary School, against Bid #19/20-08, with AJ Fistes Corporation, Long Beach, in the final amount of \$79,900.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



scan0582

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 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 RIO SAN GABRIEL ELEMENTARY SCHOOL

ACTION ITEM

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

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete the exterior painting of Rio San Gabriel Elementary School, against Bid #19/20-08, with AJ Fistes Corporation, Long Beach, in the final amount of \$79,900.00, to be charged to Deferred Maintenance Funds, and;

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



III. 59. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-250 for tree trimming services at Warren High School with George's Tree & Landscape Service, Downey, in the final amount of \$3,500.00, 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



scan0583

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 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: TREE TRIMMING AT WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-250 for tree trimming services at Warren High School, which received approval at the meeting of February 10, 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. 202021-250 for tree trimming services at Warren High School with George's Tree & Landscape Service, Downey, in the final amount of \$3,500.00, 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.



III. 60. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-266 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$15,000.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



scan0584

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 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: TREE TRIMMING AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-266 for tree trimming services at Sussman Middle School, which received approval at the meeting of February 10, 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. 202021-266 for tree trimming services at Sussman Middle School with V&E Tree Service, Inc., Orange, in the final amount of \$15,000.00, to be charged to Measure O Bond Funds, and;

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



III. 61. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-277 for tree trimming services at Downey High School with George's Tree & Landscape Service, Downey, in the final amount of \$3,900.00, 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



scan0585

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 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:

TREE TRIMMING AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-277 for tree trimming services at Downey High School, which received ratification at this Board meeting.

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. 202021-277 for tree trimming services at Downey High School with George's Tree & Landscape Service, Downey, in the final amount of \$3,900.00, 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.



III. 62. APPROVE the March 2021 budget transfers and adjustments for the 2020-21 fiscal year.



Supporting Documents



scan0586

Downey Unified School District

Business Services

DATE:

March 9, 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:

2020-21 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District's operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds' ending balances as follows:

01.0 - General Fund Unrestricted	\$ 352,469.00
01.0 - General Fund Restricted	4,321,278.00
01.1 - SELPA Administrative Unit Fund Restricted	25,121.00
01.2 - SELPA Programs Fund Restricted	(99,998.00)
10.0 - SELPA Pass Through Fund Restricted	00.00
11.0 - Adult Education Fund Unrestricted	122,476.00
11.0 - Adult Education Fund Restricted	00.00
13.0 - Cafeteria Fund Unrestricted	(50,000.00)
13.0 - Cafeteria Fund Restricted	4,053,142.00
14.0 - Deferred Maintenance Fund Unrestricted	00.00
35.0 - County School Facilities Fund Unrestricted	(1,089.00)
35.0 - County School Facilities Fund Restricted	(442,399.00)
40.0 - Special Reserve Capital Projects Unrestricted	00.00
40.2 - Special Reserve Fund Technology Unrestricted	(111,997.00)

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the March 2021 budget transfers and adjustments for the 2020-21 fiscal year.

Los Angeles County Office of Education
dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:

Adopted Budge	

☐ First Interim ✓ Second Interim

Third Interim

Submit one (1) certified original of this forn	Submit	one	(1)	certified	original	of	this	form
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	and the same of th		Unaudited Actuals	
64451	GL JOURNAL ID NUMBER BA823-01U	FUND NUMBER 01.0		
FISCAL YEAR 20-21	GENERAL FUND		✓ UNRESTRICTED RESTRICTED	

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099	8011	00000	\$ (1,918,442.00)
2.	Federal Revenue	8100-8299	8290	00004	(750,000.00)
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8699	00004	750,000.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	8980	00000, 07230	0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (1,918,442.00)

B. Expenditures/Other Financing Uses	Object Code		Budget Adjustment Increase (Decrease)		
1. Certificated Personnel Salaries	1000-1999		\$	(1,995,239.00)	
2. Classified Personnel Salaries	fied Personnel Salaries 2000-2999		(403,885.00)		
3. Employee Benefits	3000-3999			(505,552.00)	
4. Books and Supplies	4000-4999			(108,386.00)	
5. Services and Other Operating Exp	enditures 5000-5999		658,31		
6. Capital Outlay	6000-6999		0		
7. Tuition	7100-7199		0.0		
8. Interagency Transfers Out	7200-7299		0		
9. Transfers of Indirect Costs	7300-7399		83,835.00		
10. Debt Service	7430-7439		0.00		
11. Interfund Transfers Out	7600-7629		0.0		
12. All Other Financing Uses	7630-7699			0.00	
	13. Total Expenditures/Othe	er Financing Uses	\$	(2,270,911.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 352,469.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)	
Nonspendable Amounts Revolving Cash	9711		\$	
Stores	9712			
Prepaid Expenditures	9713			
All Others	9719			
	Total Nonsp	endable Amounts	0.00	
Restricted Amounts Restricted	9740		\$	
	Total Rest	ricted Amounts	0.0	
Committed Amounts Stabilization Arrangements	9750		\$	
Other Commitments	9760			
	Total Com	mitted Amounts	0.0	
Assigned Amounts Other Assignments	9780		\$	
	Total Assi	gned Amounts	0.0	
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$	
Unassigned/Unappropriated/Unrestricted Net Position	9790		352,469.00	
	Total Unassigned/U	nappropriated Amounts	352,469.0	
6. Total Components of Ending Fund Balance (Must			\$ 352,469.00	

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 0-6621	EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNA 03/09/2021	URE OF AUTHORIZED SIGNATORY O DARD	R DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	03/09/2021
Submit one (1) certified	original of this form to:	Busin 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed Los Angeles County Superintendent	.D. SIGNATURE OF LOS ANGE	LES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
(3)	Los Angeles County Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

PERIO	DD AFFECTED:
	Adopted Budget
	First Interim
✓ :	Second Interim
	Third Interim

Serving Students • Supporting Communities • Leading Educators

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA824-01R	FUND NUMBER 01.0	
FISCAL YEAR 20-21	FUND NAME GENERAL FUND		UNRESTRICTED RESTRICTED
			- ONNESTRICTED THESTRIC

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$ 1,061,031.00
2.	Federal Revenue	8100-8299			1,032,057.00
3.	Other State Revenue	8300-8599			15,591,786.00
4.	Other Local Revenue	8600-8799			(15,428,310.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 2,256,564.00

B. Expenditures/Other Financing Uses		Chiect Code		Budget Adjustment Increase (Decrease)	
1.	Certificated Personnel Salaries	1000-1999		\$	207,143.00
2.	Classified Personnel Salaries	2000-2999			23,674.00
3.	Employee Benefits	3000-3999			(10,143.00)
4.	Books and Supplies	4000-4999			2,905,222.00
5.	Services and Other Operating Expenditures	5000-5999			(5,199,483.00)
6.	Capital Outlay	6000-6999	The second secon		20,576.00
7.	Tuition	7100-7199			300.00
8.	Interagency Transfers Out	7200-7299			0.00
9.	Transfers of Indirect Costs	7300-7399			(12,003.00)
10.	Debt Service	7430-7439			0.00
11.	Interfund Transfers Out	7600-7629			0.00
12.	All Other Financing Uses	7630-7699			0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$	(2,064,714.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 4,321,278.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

Object Code	Resource Code	Revision Increase (Decrease)
9711		\$
9712		
9713		
9719		
Total Nonsp	endable Amounts	0.00
9740		\$
Total Rest	ricted Amounts	0.00
9750		\$
9760		
Total Com	mitted Amounts	0.00
9780		\$
Total Assi	gned Amounts	0.00
9789		\$
9790		4,321,278.00
	Inappropriated Amounts	4,321,278.00
	9712 9713 9719 Total Nonsp 9740 Total Rest 9750 9760 Total Com 9780 Total Ass	9712 9713 9719 Total Nonspendable Amounts 9740 Total Restricted Amounts 9750 9760 Total Committed Amounts 9780 Total Assigned Amounts

To revise budgets for Second Interim projections.

Michael Martinez			BER OF CONTACT PERSON 9-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY THE BOARD		DR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	03/09/2021
Submit one (1) certified origii	nal of this form to:	Busin 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	ELES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
Serving Stud	dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED: Adopted Budget First Interim

✓ Second Interim ☐ Third Interim

Submit one	(1) certified	original of	this form.
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			☐ Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA825-01R	FUND NUMBER 01.1	
FISCAL YEAR 20-21	SELPA ADMINISTRATIVE UNIT		UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8182	33850	(21.00)
3.	Other State Revenue	8300-8599	8311	65003	(52,700.00)
4.	Other Local Revenue	8600-8799	8792	65000	(3,922.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (56,643.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$	(25,121.00)
2. Classified Personnel Salaries	2000-2999			0.00
3. Employee Benefits	3000-3999			0.00
4. Books and Supplies	4000-4999			(52,700.00)
5. Services and Other Operating Expenditures	5000-5999			(3,943.00)
6. Capital Outlay	6000-6999			0.00
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399			0.00
10. Debt Service	7430-7439		Name of the last	0.00
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
13. Total	Expenditures/Othe	r Financing Uses	\$	(81,764.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	25,121.00
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		25,121.00
	Total Unassigned/U	nappropriated Amounts	25,121.00
C. Tatal Commonwell of Station States			Ta
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	tion C)	\$ 25,121.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CO	ONTACT PERSON	TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		PRINT NAME AND TITLE John A. Garcia, J			03/09/2021
Submit one (1) certific	ed original of this form to:	Busin 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	LES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Los Angeles County Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

Office of Education K-12/ROPS/JPAS
Serving Students • Supporting Communities • Leading Educators

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
The state of the s	

LI II II II II II II	
Second	
☐ Third In	terim

Submit one (1) certified orig	inal of this form.	
DISTRICT NUMBER	GL JOURNAL ID NUMBER	FUND NU

			- Orladalica Adidalo	
64451	GL JOURNAL ID NUMBER BA826-01R	FUND NUMBER 01.2		
FISCAL YEAR 20-21	SELPA PROGRAMS		UNRESTRICTED RESTRICTED	

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8677	65000	811,000.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 811,000.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	get Adjustment ease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		76,920.00
3. Employee Benefits	3000-3999		23,078.00
4. Books and Supplies	4000-4999		800.00
5. Services and Other Operating Exp	enditures 5000-5999		810,200.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
	3. Total Expenditures/Othe	r Financing Uses	\$ 910,998.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] \$ (99,998.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(99,998.00
	Total Unassigned/L	Inappropriated Amounts	(99,998.00
6. Total Components of Ending Fund Balance (Must			\$ (99,998.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CO	NTACT PERSON		BER OF CONTACT PERSON	EMAIL ADDRESS OF CONTAC mimartinez@dus	
	NATURE OF AUTHORIZED SIGNATORY OF E BOARD	R DESIGNEE OF	John A. Garcia,		03/09/2021
Submit one (1) certifie	d original of this form to:	Busi 9300	Angeles County Officoness Advisory Servico Imperial Highway Ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	LES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Cinco of Education

Budget Adjustment Summary K-12/ROPs/JPAs

I	PERIOD AFFECTED:	-
١	Adopted Budget	
١	First Interim	
ı	✓ Second Interim	
١	Third Interim	

Serving Students - Supporting Communities - Leading Educators

Submit one	(1)	certified	original	of	this	form
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			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA827-10R	FUND NUMBER 10.0	
FISCAL YEAR 20-21	FUND NAME SELPA PASS THROUGH	,	UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code		udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299	8287	33850		(21.00)
3.	Other State Revenue	8300-8599	8587	65120, 65460	D-	(70,965.00)
4.	Other Local Revenue	8600-8799				0.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7.	Contributions	8980-8999				0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$	(70,986.00)

B. Expenditures/Ott Financing Use		Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
1. Certificated Personnel Sala	ries	1000-1999		\$ 0.00
2. Classified Personnel Salarie	es	2000-2999		0.00
3. Employee Benefits		3000-3999		0.00
4. Books and Supplies		4000-4999		0.00
5. Services and Other Operati	ng Expenditures	5000-5999		0.00
6. Capital Outlay		6000-6999		0.00
7. Tuition		7100-7199		0.00
8. Interagency Transfers Out		7200-7299		(70,986.00)
9. Transfers of Indirect Costs		7300-7399		0.00
10. Debt Service		7430-7439		0.00
11. Interfund Transfers Out		7600-7629		0.00
12. All Other Financing Uses		7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ (70,986.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	0.00
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/U	nappropriated Amounts	0.00
6 Total Components of Ending Fund Polance (March	Favol the Total & Co.	** 0)	Ιφ
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	tion C)	\$ 0.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 9-6621	EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OR THE BOARD		OR DESIGNEE OF			03/09/2021
Submit one (1) certified orig	jinal of this form to:	Busin 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	ELES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

PER	HOD AFFECTED:
	Adopted Budget
	First Interim

Serving Students * Supporting Communities * Leading Educators

erving Students * Supporting Communities * I	Second Interim Third Interim Unaudited Actuals		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA828-11U	FUND NUMBER	
FISCAL YEAR 20-21	ADULT EDUCATION FUND		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8671,8699,866	00000, 06390	116,144.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 116,144.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$	(24,978.00)
2.	Classified Personnel Salaries	2000-2999			27,620.00
3.	Employee Benefits	3000-3999			11,151.00
4.	Books and Supplies	4000-4999			71,381.00
5.	Services and Other Operating Expenditures	5000-5999			(72,652.00)
6.	Capital Outlay	6000-6999			0.00
7.	Tuition	7100-7199		0.0	
8.	Interagency Transfers Out	7200-7299		0.0	
9.	Transfers of Indirect Costs	7300-7399		(18,854.00	
10.	Debt Service	7430-7439			0.00
11.	Interfund Transfers Out	7600-7629		0.	
12. All Other Financing Uses	All Other Financing Uses	7630-7699			0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$	(6,332.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 122,476.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspo	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
4. Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Upossigned/Upopproprieted/Uposstrieted Net Desition	9790		122,476.00
Unassigned/Unappropriated/Unrestricted Net Position			

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			9-6621	EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		OR DESIGNEE OF	DESIGNEE OF PRINT NAME AND TITLE John A. Garcia, Jr., Ph.D., Sur		DATE SIGNED 03/09/2021
Submit one (1) certified or	ginal of this form to:	Busin 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D Los Angeles County Superintendent	SIGNATURE OF LOS ANGI	ELES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
Serving Stu	dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
✓ Second Interim	

☐ Third Interim

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA829-11R	FUND NUMBER	
FISCAL YEAR 20-21	ADULT EDUCATION FUND		UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8290	35550	17,862.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 17,862.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$	(6,555.00)
2. Classified Personnel Salaries	2000-2999			28,106.00
3. Employee Benefits	3000-3999			14,933.00
4. Books and Supplies	4000-4999			27,776.00
5. Services and Other Operating Ex	penditures 5000-5999			(4,827.00)
6. Capital Outlay	6000-6999			(41,571.00)
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399		0.00	
10. Debt Service	7430-7439			0.00
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
	13. Total Expenditures/Of	her Financing Uses	\$	17,862.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	0.00
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.0
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.0
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.0
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.0
	Total Unassigned/U	Inappropriated Amounts	0.0
6. Total Components of Ending Fund Balance (Must	F		\$ 0.0

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT C Michael Martinez	CONTACT PERSON	N. Carlotte	BER OF CONTACT PERSON 9-6621	EMAIL ADDRESS OF CONTAI mimartinez@dus	
	GNATURE OF AUTHORIZED SIGNATORY OF HE BOARD	R DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	03/09/2021
Submit one (1) certific	ed original of this form to:	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	, Ed.D. SIGNATURE OF LOS ANGEI	ES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
Serving Stud	dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	

✓ Second Interim Third Interim

Submit one (1) certified	original of	f this form.
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			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA830-13U	FUND NUMBER 13.0	
FISCAL YEAR 20-21	CAFETERIA FUND		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	00000	(50,000.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (50,000.00)

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	t Adjustment se (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
13. Total E	xpenditures/Othe	r Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (50,000.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	0.00	
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(50,000.00
	Total Unassigned/U	Inappropriated Amounts	(50,000.00
6. Total Components of Ending Fund Balance (Must			\$ (50,000.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		(562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		DR DESIGNEE OF	DESIGNEE OF PRINT NAME AND TITLE John A. Garcia, Jr., Ph		03/09/2021
Submit one (1) certifie	ed original of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway /ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
dents • Supporting Communities • Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

Adopted Budget
First Interim

PERIOD AFFECTED:

Second Interim

Third Interim

Submit one (1) certified original of this form.

DISTRICT NUMBER
64451

BA831-13R

FUND NUMBER
13.0

FISCAL YEAR
20-21

CAFETERIA FUND

UNRESTRICTED ✓ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8220	53100	2,700,000.00
3.	Other State Revenue	8300-8599	8520	53100	50,000.00
4.	Other Local Revenue	8600-8799	8634	53100	(4,000.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	8980	53100, 90100	0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 2,746,000.00

B. Expenditures/Other	er	Object Code	Resource Code (Optional)	udget Adjustment crease (Decrease)
1. Certificated Personnel Salari	es	1000-1999		\$ 0.00
2. Classified Personnel Salaries	3	2000-2999		0.00
3. Employee Benefits		3000-3999		0.00
4. Books and Supplies		4000-4999		(1,258,070.00)
5. Services and Other Operatin	g Expenditures	5000-5999		(6,310.00)
6. Capital Outlay		6000-6999		10,216.00
7. Tuition		7100-7199		0.00
8. Interagency Transfers Out		7200-7299		0.00
9. Transfers of Indirect Costs		7300-7399		(52,978.00)
10. Debt Service		7430-7439		0.00
11. Interfund Transfers Out		7600-7629		0.00
12. All Other Financing Uses		7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ (1,307,142.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	4,053,142.00
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.0
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.0
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.0
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		4,053,142.0
	Total Unassigned/U	nappropriated Amounts	4,053,142.0
6. Total Commonweats of Finding Fund F. 1			
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	tion C)	\$ 4,053,142.0

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		(562) 469-6621 mimartinez@du		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
				03/09/2021	
Submit one (1) certified origi	nal of this form to:	Busin 9300	ngeles County Office ess Advisory Service Imperial Highway ey, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	LES COUNTY SUPERI	NTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education

Budget Adjustment Summary

Los Angeles County Office of Education erving Students • Supporting Communities • Leading Educator Submit one (1) certified original of this		PERIOD AFFECTED: Adopted Budget First Interim Second Interim Third Interim Unaudited Actuals	
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA832-14U	FUND NUMBER	
FISCAL YEAR 20-21	DEFERRED MAINTENANCE FUND		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	
00/00/2021	DOWNET ON IED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Adjustment (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00	
		8. Total Reve	nues/Other Financi	ng Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		Budget Adjustment Increase (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$	0.00
2. Classified Personnel Salaries	2000-2999			0.00
3. Employee Benefits	3000-3999			0.00
4. Books and Supplies	4000-4999		75,0	
5. Services and Other Operating Expenditures	5000-5999			(75,000.00)
6. Capital Outlay	6000-6999			0.00
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399			
10. Debt Service	7430-7439			
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
13. Total E	xpenditures/Othe	r Financing Uses	\$	0.00

[This amount will Increase (Decrease) Ending Fund Balance] \$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/U	nappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must			\$ 0.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 9-6621	EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		OR DESIGNEE OF	DESIGNEE OF PRINT NAME AND TITLE John A. Garcia, Jr., Ph.D., Supt.		03/09/2021
Submit one (1) certified o	riginal of this form to:	Busi 9300	Angeles County Office ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed. Los Angeles County Superintendent	D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

nty

7. Contributions

Budget Adjustment Summary

Submit	one	(1)	certified	original	of	this	form

Office of Edu rving Students • Supporting Com ubmit one (1) certifie	☐ Adopted Budget ☐ First Interim ☐ Second Interim ☐ Third Interim ☐ Unaudited Actuals		
STRICT NUMBER	GL JOURNAL ID NUMBER BA833-35U	FUND NUMBER 35.0	
iscal year 20-21	FUND NAME COUNTY SCHOOL FACILIT	TIES FUND	✓ UNRESTRICTED RESTRICTED
ATE OF SUMMARY	NAME OF SCHOOL DISTRICT		

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	00000	(1,089.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Source	es 8930-8979			0.00

8. Total Revenues/Other Financing Sources	\$	(1,089.00)
	-	***************************************

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Adjustment e (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditure	s 5000-5999		0.00
6. Capital Outlay	6000-6999		0.00
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
13. Total	Expenditures/Othe	r Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	(1,089.00)
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

8980-8999

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

0.00

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	nitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(1,089.00
	Total Unassigned/U	nappropriated Amounts	(1,089.00
			Control of the Contro

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
	NATURE OF AUTHORIZED SIGNATORY O E BOARD	PR DESIGNEE OF	John A. Garcia,		03/09/2021
Submit one (1) certifie	d original of this form to:	Busi 9300	Angeles County Officeness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

PERIO	D AFFECTED:	
	Adopted Budget	
	First Interim	
V S	Second Interim	
	hird Interim	

Serving Students • Supporting Communities • Leading Educators

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA834-35R	FUND NUMBER 35.0	
FISCAL YEAR 20-21	FUND NAME COUNTY SCHOOL FACILITIE	IES FUND	UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Sudget Adjustment acrease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599	8545	77100	23,648,972.00
4.	Other Local Revenue	8600-8799	8660	77100	25,000.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 23,673,972.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	udget Adjustment crease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		0.00
3.	Employee Benefits	3000-3999		0.00
4.	Books and Supplies	4000-4999		0.00
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		24,116,371.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ 24,116,371.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	(442,399.00)
---	----	--------------

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	0.00	
Restricted Amounts Restricted	9740		\$
	Total Rest	0.0	
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	0.0	
Assigned Amounts Other Assignments	9780		\$
	Total Assigned Amounts		0.0
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(442,399.00
	Total Unassigned/L	Inappropriated Amounts	(442,399.00
6. Total Components of Ending Fund Balance (Must			\$ (442,399.00

To revise budgets for Second Interim projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621 OR DESIGNEE OF PRINT NAME AND TITLE John A. Garcia, J		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD				Jr., Ph.D., Supt.	03/09/2021
Submit one (1) certified	original of this form to:	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed Los Angeles County Superintendent	.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

Serving Students • Supporting Communities • Leading Educators

Submit one (1) certified original of this form.

	Adopted Budget
	First Interim
1	Second Interim
	Third Interim
	Unaudited Actuals

			☐ Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA835-40U	FUND NUMBER 40.0	
FISCAL YEAR 20-21	FUND NAME SPECIAL RESERVE CAPITAL PROJECTS		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	et Adjustment ase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7. Contributions	8980-8999			0.00	
		8. Total Reve	nues/Other Financi	ng Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Budget Adjustment ncrease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$ 0.00
2. Classified Personnel Salaries	2000-2999		0.00
3. Employee Benefits	3000-3999		0.00
4. Books and Supplies	4000-4999		0.00
5. Services and Other Operating Expenditures	5000-5999		8,400.00
6. Capital Outlay	6000-6999		(8,400.00)
7. Tuition	7100-7199		0.00
8. Interagency Transfers Out	7200-7299		0.00
9. Transfers of Indirect Costs	7300-7399		0.00
10. Debt Service	7430-7439		0.00
11. Interfund Transfers Out	7600-7629		0.00
12. All Other Financing Uses	7630-7699		0.00
13. Total	Expenditures/Othe	r Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	0.00
---	----	------

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/L	Inappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must E			

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OR 103/09/2021			ER OF CONTACT PERSON	EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
		PRINT NAME AND TITLE John A. Garcia, Jr		Jr., Ph.D., Supt.	03/09/2021
Submit one (1) certified ori	ginal of this form to:	Busin 9300	angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	ELES COUNTY SUPER	INTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Budget Adjustment Summary K-12/ROPs/JPAs

17/11/10	IOD AFFECTED:
	Adopted Budget
	First Interim

Second Interim

Serving Students • Supporting Communities • Leading Educators

Submit one (1) certified origina	☐ Third Interim ☐ Unaudited Actuals		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA836-40U	FUND NUMBER 40.2	
FISCAL YEAR 20-21	FUND NAME SPECIAL RESERVE - TECH	HNOLOGY JUNRESTRICTED RESTRIC	TEC

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
03/09/2021	DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ing Sources	\$ 0.00

B. Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1. Certificated Personnel Salaries	1000-1999		\$	0.00
2. Classified Personnel Salaries	2000-2999			0.00
3. Employee Benefits	3000-3999			
4. Books and Supplies	4000-4999		8,378.0	
5. Services and Other Operating Expenditures	5000-5999		61,000	
6. Capital Outlay	6000-6999		42,619	
7. Tuition	7100-7199			0.00
8. Interagency Transfers Out	7200-7299			0.00
9. Transfers of Indirect Costs	7300-7399			0.00
10. Debt Service	7430-7439		0.0	
11. Interfund Transfers Out	7600-7629			0.00
12. All Other Financing Uses	7630-7699			0.00
13. Total E	xpenditures/Othe	r Financing Uses	\$	111,997.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	(111,997.00)
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NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		7
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(111,997.00
	Total Unassigned/	Unappropriated Amounts	(111,997.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	ction C)	\$ (111,997.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Second Interim projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		(562) 469			of contact person z@dusd.net	
DATE OF BOARD APPROVAL SIGN THE	ATURE OF AUTHORIZED SIGNATORY O BOARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	03/09/2021	
Submit one (1) certified	original of this form to:	Busin 9300	angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890			
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANGI	ELES COUNTY SUPER	INTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED	



III. 63. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

Supporting Documents



scan0594

A. Employments

Employee	Assignment	Salary Rate	Service Begins
Bodmer, Jamie	Teacher Downey Temporary	\$67,393	2/01/21- 6/01/21
Medina, Ryan	Teacher Warren Temporary	\$65,651	1/04/21- 6/01/21
Serrano, Veronica	Psychologist Special Education Temporary	\$119,096	2/01/21- 6/01/21
Zarate, Brianda	Teacher Downey Temporary	\$63,034	1/04/21- 6/01/21

B. Employments (Temporary)

ADDITIONAL HOURS - Stauffer, \$37.30 Per Hour, 2020-21 School Year

Nikaj, Darrelle

AFTER SCHOOL TUTORING - \$37.30 Per Hour, 2020-21 School Year

Gauldin

Verstegen, Kathleen Woodhouse, Adorliz

Imperial

Anderson, Diane Joachim, Susan Manzano Amador, Rocio Sosa, Yvonne

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

APEX REFRESHER - Warren, \$37.30 Per Hour, 2020-21 School Year

Dussan, Liliana Homer, Jeffrey Scot Mendez, Daniel Muller, Justin Tendler, Joey Waldron, Jay

AVID ADDITIONAL HOURS - District, \$37.30 Per Hour, 2020-21 School Year

Espina, Marlon

<u>AVID SUPPORTING PERSONALIZED LEARNING</u> – Warren, \$37.30 Per Hour, 2020-21 School Year

Arnold, Jeffrey
Cha, David
Deichman, Kyle
Fisher, Stephanie
Gomez, Erica
Harris, Andrea
Johnson, Nanette
Lopez, Karla
Mack, Deanna
Mendez, Daniel
Orejel, Edgar
Trejo, Raymundo
Tse, Paul

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

COVID-19 CONTACT TRACING - District, \$37.30 Per Hour, 2020-21 School Year

Bellairs, Stephen
Dangla Cruz, Praxedes
Kinne, Gisele
Mc Kee, Ana Laura
Nevarez, Jessica
Rael, Diana
Tran, Phung

CTE COURSE OUTLINE REVISIONS - District, \$37.30 Per Hour, 2020-21 School Year

Harris, Nathan Herrera, Christopher Kiess, Kent Linares, Trinidad Merchant, Abida Nelson, Jared Rios, Misty Vadgama, Frida Zegarra, Anthony

ELPAC PAPERWORK - District, \$150.00 Per Day, 2020-21 School Year

Kim, Carrie

ELPAC TESTING - District, \$150.00 Per Day, 2020-21 School Year

Arguelles, Melissa Berbower, Stephanie Blazak, Molly Buenrostro, Marisol Kacou, Natalie Lee, Anessa Ortega, Julia Ortiz, Evelyn Overturf, Kristy Zarate, Linda

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Beg				Service
	Employee	Assignment	Salary Rate	Begins

ELPAC TESTING TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Maldonado, Julia

EVENING TUTORING - Griffiths, \$37.30 Per Hour, 2020-21 School Year

Chatmon, Charmetra Espina, Marlon Neill, Tyler Ortiz, Joseph Santana, Valerie Schreiner, Scott

EXTRA DUTY - Warren, 2020-21 School Year

Austin, William	Skills USA Advisor	\$1,585.00 Per Year
Bell, Chad	Athletics Director	\$7,854.00 Per Year 2/22/21-
		6/01/21
Benedic, Angelica	Skills USA Advisor	\$1,585.00 Per Year
Casillas, Rosa	Skills USA Advisor	\$1,585.00 Per Year
Davenport, Henry	Skills USA Advisor	\$1,585.00 Per Year
Franco, Maria	Skills USA Advisor	\$1,585.00 Per Year
Huff, Diane	Yearbook	\$4,067.00 Per Year
Kiess, Kent	Skills USA Advisor	\$1,585.00 Per Year
Lamoureux, Marini	Skills USA Advisor	\$1,585.00 Per Year
Menjivar, Frank	Skills USA Advisor	\$1,585.00 Per Year
Merchant, Abida	Skills USA Advisor	\$1,585.00 Per Year
Quintero, David	Skills USA Advisor	\$1,585.00 Per Year
Venegas, Alejandro	Skills USA Advisor	\$1,585.00 Per Year

FEMINEERS PLANNING - Griffiths, \$37.30 Per Hour, 2020-21 School Year

Gonzalez, Kristy Shull, James Vargas-Aguilar, Jessenia Worthy, Jessica

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

INDEPENDENT STUDY TEACHER - District, \$37.30 Per Hour, 2020-21 School Year

Dubei, Lydia

INDUSTRY SECTOR ADVISORY BOARD - District, \$37.30 Per Hour, 2020-21 School Year

Austin, William Benedic, Angelica Bochove, Cynthia Cordova, Ronda Davenport, Henry Ducros, Kathy Harris, Nathan Herrera, Christopher Hwang, John Jamka, Alan Kiess, Kent Linares, Trinidad Menjivar, Frank Merchant, Abida Nelson, Jared O'Dowd, Joy

Patterson, Leslie

Paysse, Joseph

Quintero, David

Redfox, George Redfox, Jason

Rios, Misty

Santa Cruz, Juliet

Vadgama, Frida

Yamasaki, Glenn

Zegarra, Johnny

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

INTERVENTIONIST - \$150.00 Per Day, 2020-21 School Year

Imperial

Calderon Suarez, Diana

Stauffer

Palomares, Arianna

IREADY TRAINING SESSIONS - District, \$37.30 Per Hour, 2020-21 School Year

Agranowitz, Natalia

Ardis, Madera

Arosteguy, Victoria

Barajas, Jr., Efren

Bohlinger, Tyson

Cabrera, Concha

Carter, Dina

Casalegno, Vonnie

Chatmon, Charmetra

Cohen, Kristofer

Diulio, Judy

Dodge, Kevin

Donahue, Christopher

Driscoll, Loren

Eagen, Melanie

Eduad, Deborah

Ferera, Gretchen

Gallagher, Sophie

Gonzalez, Neil

Haas, Derek

Herz, Valerie

Hille, Lorine

Hollon, Jim

Hurst, Ann

Kang, John

Konoske, Joseph

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

<u>IREADY TRAINING SESSIONS</u> – District, \$37.30 Per Hour, 2020-21 School Year (cont.)

Kotsis, Martha La Fortune-Webster, Darla Legg, Jennifer Mallory, Robert Marcy, Wendy Molletti-Bovey, Virginia Moore, Catherine Moreno, Miguel Ortiz, Joseph Parry, Tracy Parsley, Summer Perkins, Ashley Perreault, Odette Portillo, Evelyn Prasirtpun, Smith Quimby, Jason Ragusa, Elise Roberson, Joshua Saikali, Rola Santillana, Lori Santos, Alejandro Schmaltz, Jeffrey Shea, David Silagyi-Morris, Lynn Sparangis, Christine Tansopalucks, Trirath Vingino, Lora Worthy, Jessica

Worthy, Lois

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

<u>LEADERSHIP SUB COMMITTEE</u> - Warren, \$37.30 Per Hour, 2020-21 School Year

Acosta, Kellie Davenport, Henry Merchant, Abida Orlinsky, Jeffrey Sandoval, Elizabeth Welch, Kevin

MASTER TEACHER - 2020-21 School Year

Negrete, Terresa

University of Phoenix

\$480.00

MOODLE CERTIFICATION - District, \$37.30 Per Hour, 2020-21 School Year

Gallegos, Louie Huang, Hsi-Ling Maldonado, Julia Marquez, Irene Stanley, Barak

ONLINE PROFESSIONAL DEVELOPMENT - District, \$37.30 Per Hour, 2020-21 School Year

Caro, Vanessa Jauregui, Noemi

<u>PARENT WORKSHOP MEETINGS</u> – Carpenter, \$37.30 Per Hour, 2020-21 School Year

Carrillo, Monica Garcia, Nadia Reeves, Isela

B. Employments (Temporary) (cont.)

	Assignment	Salary Rate	Begins
Employee	Assignment	Salary Rate	Danina
_			Service

PBIS - \$37.30 Per Hour, 2020-21 School Year

Alameda Carrere, Yvette Carrillo, Monica Contreras, Teresa Mendoza, Lizzette Reeves, Isela

Gauldin Worthy, Lindsey

Imperial Cota, Graciela Perez, Adriana Rojas, Laura Ruesga, Alexandra

Rio San Gabriel
Buchanan, Patricia
Cox-Nichols, Trisha
Galan-Zeisel, Rosa
Hoetker, Deborah
Melendez, Danie
Mucho, Wendy

Williams
Caro, Vanessa
Cid, Lindsay
Colangelo, Kimberly
Davis, Melissa
Durkee, Alison
Rush, Samantha

B. Employments (Temporary) (cont.)

Employee	A		Service
Employee	Assignment	Salary Rate	Begins

PBIS - \$37.30 Per Hour, 2020-21 School Year (cont.)

Griffiths Gonzalez

Gonzalez, Kristy Hultquist, Jodeen Padilla, Kelly Persico-Donahue, Gianna Schreiner, Scott

PBIS TRAINING - \$37.30 Per Hour, 2020-21 School Year

Price

Greilach, Robin Guerrero, Annabel Jara, Jennifer Jones, Eugene

Doty

Agranowitz, Natalia Fiktarz, Joseph Moore, Meghan

Downey

Castile, Christopher Fowler, Golden Gunderson, Michelle Matas, Sybil San-Tong, Socheada Trujillo, Pedro

PLC PLANNING - Stauffer, \$37.30 Per Hour, 2020-21 School Year

Carter, Dina Davilas, Chrysanthi Staggenborg, Kimberly

B. Employments (Temporary) (cont.)

Employee

Assignment

Salary Rate

Service Begins

PROFESSIONAL DEVELOPMENT - \$37.30 Per Hour, 2020-21 School Year

DHH

Franklin-Topacio, Ann

Stauffer

Castro, Faye La Fortune-Webster, Darla Rooney, Maricella

<u>PSYCHOLOGIST INTERN SUPERVISOR</u> – District, \$1,610.00 Per Year, 2020-21 School Year

De Leon, Jose

60%

<u>SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM</u> – \$37.30 Per Hour, 2020-21 School Year

Lewis

Blazak, Molly Buenrostro, Marisol Kacou, Natalie Winters, Callie

Old River

Avina, Maria
Garcia, Griselda
Glick, Lisa
Neill, Kirsten
Samuelson, Jessica
Serge, Aubrey
Soto, Evelyn
Weiland, Tayler

Warren

Farina, Bianca Gipson, Burness Lemus, Shawn Miranda, Daniel

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

<u>SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM</u> – \$37.30 Per Hour, 2020-21 School Year (cont.)

Warren (cont.)

Muller, Michael

Pardo, Jackilin

Roldan, Nadia

Russell, William

Tendler, Joey

Tunberg, Alicia

Venegas, Alejandro

STUDENT COUNCIL ADVISOR - Imperial, \$1,365.00 Per Year, 2020-21 School Year

Chavez, Vicky

STUDENTS OVER NEGOTIATED LIMIT – \$165.00 Per Student, Per Month, 2020-21 School Year

Imperial

Mulligan, Marie-Louise

Old River

Garcia, Griselda

Rivas, Wendy

SUBSTITUTE TEACHER - District, \$150.00 Per Day, 2020-21 School Year

Calderon-Suarez, Diana Chavez-Zavala, Erik Le, Jin Quan Lentz, Savannah McGinnis, Amanda

<u>SUMMER MOVING DAY</u> – DHH, \$37.30 Per Hour, 6/02/20-8/07/20

Kim, Kerlan

B. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

TECHNOLOGY TEACHER LEADER - Carpenter, \$2,557.00 Per Year, 2020-21 School Year

Gomez, Susan

VCCALPS TRAINING - District, \$37.30 Per Hour, 2020-21 School Year

Benavidez, Hannah Cricks, Robert Cruz, Mireya Durkee, Alison Ewart, Emily Huang, Hsi-Ling Jensen, Danicka Kinney, Courtney Laemmlen, Amy Marquez, Irene Mazzocchi, Irene Mistrik, Lisa Nametz, Michael Parra, Marcela Ruesga, Alexandra Taylor-Sabo, Melissa Torres, Vanessa Woodhouse, Adorliz Yost, Holly

WASC - Warren, \$37.30 Per Hour, 2020-21 School Year

Mack, Deanna Muller, Justin

C. Leave of Absence

From	То	Effective
Teacher – SDC Griffiths \$72,162	AB375 – Child Bonding	2/01/21- 4/30/21
AB375 – Child Bonding	FMLA W/O Pay	3/08/21- 5/28/21
AB375 – Child Bonding	FMLA W/O Pay	3/29/21- 4/30/21
AB375 – Child Bonding	FMLA W/O Pay	3/29/21- 5/28/21
Program Specialist Special Education \$112,532	AB375 – Child Bonding	1/20/21- 4/01/21
Teacher – SDC Old River \$89,561	AB375 – Child Bonding	2/22/21- 5/21/21
Teacher DHH \$84,748	AB375 – Child Bonding	3/01/21- 4/23/21
D. Reassignme	nts	
From	То	Effective
AB375 – Child Bonding	Teacher – SDC Griffiths \$78,687	2/16/21
	Feacher – SDC Griffiths G72,162 AB375 – Child Bonding AB375 – Child Bonding AB375 – Child Bonding AB375 – Child Bonding Program Specialist Gpecial Education G112,532 Feacher – SDC DId River G89,561 Feacher DHH G84,748 D. Reassignme	Teacher – SDC Griffiths Gr2,162 AB375 – Child Bonding FMLA W/O Pay AB375 – Child Bonding FMLA W/O Pay AB375 – Child Bonding AB375 – Child Bonding FMLA W/O Pay AB375 – Child Bonding AB375 – Child Bonding Feacher – SDC Old River Bonding AB375 – Child Bonding D. Reassignments From To AB375 – Child Bonding Teacher – SDC Griffiths

E. Terminations

Employee	Assignment	Effective	Reason
Acevedo, Kyle	Teacher Downey \$80,879	6/01/21	Expiration of Assignment
Acosta Munoz, Luz Jacqueline	Teacher – SDC Griffiths \$72,162	6/01/21	Expiration of Assignment
Agranowitz, Natalia	Teacher – SDC Doty \$58,678	6/01/21	Expiration of Assignment
Aguilar III, Felipe	Teacher Warren \$78,227	6/01/21	Expiration of Assignment
Aguiniga-Campos, Javier	Teacher Downey \$97,056	6/01/21	Expiration of Assignment
Alvarado, Angelica	Teacher Imperial \$69,561	6/01/21	Expiration of Assignment
Amaya, Yvonne	Teacher Carpenter \$92,712	6/01/21	Expiration of Assignment
Ambroff, Amanda	Teacher Ward \$63,034	6/01/21	Expiration of Assignment
Ananias, Debbie	Teacher Gauldin \$78,703	6/01/21	Expiration of Assignment
Ardis, Madera	Teacher DHH \$70,006	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Arreola, Sandy	Psychologist Special Education \$105,659	6/01/21	Expiration of Assignment
Ball, Lisa	Teacher Alameda \$65,206	6/01/21	Expiration of Assignment
Baltazar, Luz	Counselor Warren \$105,421	6/01/21	Expiration of Assignment
Barajas, Jr., Efren	Teacher – SBC Stauffer \$69,561	6/01/21	Expiration of Assignment
Bassett, Kristian	Teacher – SDC Ward \$60,855	6/01/21	Expiration of Assignment
Beaver II, George	Teacher Downey \$63,034 40%	6/01/21	Expiration of Assignment
Bellairs, Stephen	Nurse Student Services \$71,739	6/01/21	Expiration of Assignment
Bodmer, Jamie	Teacher Downey \$69,393	6/01/21	Expiration of Assignment
Breitswerdt, Megan	Teacher – SDC/RSP Downey \$71,739	6/01/21	Expiration of Assignment
Brewer, Uvonne	Teacher – ED Downey \$97,056	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Carrere, Yvette	Teacher Carpenter \$103,785	6/01/21	Expiration of Assignment
Chavez, Vicky	Teacher – SDC Imperial \$69,561	6/01/21	Expiration of Assignment
Cohen, Kristofer	English Doty \$69,547	6/01/21	Expiration of Assignment
Contreras, Teresa	Teacher Carpenter \$83,036	6/01/21	Expiration of Assignment
Cornell, Jonathan	Teacher – RSP Warren \$87,374	6/01/21	Expiration of Assignment
Dekker, David	Teacher Stauffer \$76,058	6/01/21	Expiration of Assignment
Doty, Blair	Teacher – SBC Autism Rio Hondo \$102,334	6/01/21	Expiration of Assignment
Duarte, Evelyn	Teacher – SDC/RSP Sussman \$83,036	6/01/21	Expiration of Assignment
Elizondo, Douglas	Teacher – RSP Griffiths \$73,892	6/01/21	Expiration of Assignment
Espina, Marlon	Teacher Griffiths \$78,250	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Ewart, Emily	Teacher – SDC Rio Hondo \$85,223	6/01/21	Expiration of Assignment
Flores, Thomas	Teacher – Dean Sussman \$85,202	6/01/21	Expiration of Assignment
Fowler, Golden	Teacher – Dean Downey \$103,799	6/01/21	Expiration of Assignment
Gallagher, Sophie	Teacher Sussman \$76,503	6/01/21	Expiration of Assignment
Garces, Jeannette	Teacher Rio Hondo \$87,911	6/01/21	Expiration of Assignment
Garefis, Georgia	Teacher Alameda \$82,879	6/01/21	Expiration of Assignment
Gipson, Burness	Teacher Warren \$58,678	6/01/21	Expiration of Assignment
Goldsmith, Desiree	Teacher – RSP Stauffer \$89,561	6/01/21	Expiration of Assignment
Gomez, Julio	Teacher – SDC Gauldin \$60,855	6/01/21	Expiration of Assignment
Gomez, Susan	Teacher Carpenter \$78,687	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Gonzalez, Angelica	Teacher – SDC Griffiths \$74,344	6/01/21	Expiration of Assignment
Gonzalez, Gabriel	Teacher – SDC Rio Hondo 50% / Unsworth 50% \$83,036	6/01/21	Expiration of Assignment
Gonzalez, Neil	Teacher Sussman \$71,725	6/01/21	Expiration of Assignment
Guardado, Lorena	Teacher Rio Hondo \$91,773	6/01/21	Expiration of Assignment
Hanein, Jessica	Teacher Gallatin \$67,374	6/01/21	Expiration of Assignment
Heyden, Kelly	Teacher Gallatin \$63,025	6/01/21	Expiration of Assignment
Higgins, Natalie	Teacher DHH \$78,687	6/01/21	Expiration of Assignment
Holder, Jessie	Teacher – SDC/RSP Warren \$58,678	6/01/21	Expiration of Assignment
Houts, Sharon	Teacher – Early Childho Imperial \$97,056	ood 6/01/21	Expiration of Assignment
Kang, Diana	Teacher Lewis \$86,946	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Karout, Sarah	Teacher Griffiths \$74,353	6/01/21	Expiration of Assignment
Kinney, Courtney	Teacher – SBC Warren \$80,869	6/01/21	Expiration of Assignment
Laemmlen, Amy	Teacher – SBC Rio San Gabriel \$69,561	6/01/21	Expiration of Assignment
Lara, Edward	Teacher Warren \$81,441	6/01/21	Expiration of Assignment
Lee, Branwyn	Teacher Downey \$73,899	6/01/21	Expiration of Assignment
Lee, Krystal	Teacher Sussman \$96,611	6/01/21	Expiration of Assignment
Lord, Melissa	Teacher Rio Hondo \$69,561	6/01/21	Expiration of Assignment
Lundeen, Jessica	Teacher Stauffer \$91,733	6/01/21	Expiration of Assignment
Madrigal, Lourdes	Teacher – SDC Griffiths \$109,698	6/01/21	Expiration of Assignment
Marougas, Athanasia	Teacher – SDC Unsworth \$69,547	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Martinez, Stephanie	Teacher – RSP Alameda \$78,227	6/01/21	Expiration of Assignment
McCrory, Sarah	Teacher – SDC Price \$78,227	6/01/21	Expiration of Assignment
McCrea, Dione	Teacher – APE Special Education \$91,288	6/01/21	Voluntary Resignation
Medina, Ryan	Teacher Warren \$65,651	6/01/21	Expiration of Assignment
Melara, Rafael	Teacher Rio Hondo \$86,929	6/01/21	Expiration of Assignment
Melendez, Danie	Psychologist Special Education \$119,096	6/01/21	Expiration of Assignment
Mendoza, Lizzette	Teacher Carpenter \$83,049	6/01/21	Expiration of Assignment
Menjivar-Guillen, Maria	Teacher Price \$78,703	6/01/21	Expiration of Assignment
Mills, Hayden	Teacher – SDC Doty \$67,374	6/01/21	Expiration of Assignment
Minahan, Melissa	Teacher Lewis \$73,908	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Morales, Jessica	Teacher Ward \$65,206	6/01/21	Expiration of Assignment
Morales, Kara	Teacher Old River \$65,206	6/01/21	Expiration of Assignment
Moran, Crystal	Teacher Imperial \$69,547	6/01/21	Expiration of Assignment
Moreno, Alyssa	Teacher – SDC Downey \$58,678	6/01/21	Expiration of Assignment
Neill, Tyler	Teacher Griffiths \$67,393	6/01/21	Expiration of Assignment
Neimann, Natalie	Teacher – SDC Williams \$60,855	6/01/21	Expiration of Assignment
Nevarez, Jessica	Teacher Downey \$65,206	6/01/21	Expiration of Assignment
Nieto-Viteri, Grace	Teacher Downey \$67,393	6/01/21	Expiration of Assignment
Orozco, Donna	Teacher – SDC Griffiths \$78,687	6/01/21	Expiration of Assignment
Pacheco, Raelynn	Teacher – SBC Alameda \$67,374	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Paredes, Reina	Nurse DHH \$73,892	6/01/21	Expiration of Assignment
Partnoff, Steven	Teacher Griffiths \$83,049	6/01/21	Expiration of Assignment
Pastor, Lauren	Psychologist Special Education \$112,260	6/01/21	Expiration of Assignment
Pearson, Kevin	Teacher Warren \$95,095	6/01/21	Expiration of Assignment
Pulido, Roberto	Teacher – RSP Rio Hondo \$80,879	6/01/21	Expiration of Assignment
Ramirez, Sonia	Teacher Carpenter \$83,036	6/01/21	Expiration of Assignment
Ramos, Brianna	Teacher Rio Hondo \$63,034	6/01/21	Expiration of Assignment
Reichwein, Cynthia	Teacher Ward \$92,712	6/01/21	Expiration of Assignment
Rocha, Alexandra	Teacher Rio Hondo \$65,206	6/01/21	Expiration of Assignment
Rodriguez, Ana	Teacher Carpenter \$67,393	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Rohman, Janet	Teacher Downey \$112,367	6/01/21	Expiration of Assignment
Rowland, Jamie	Teacher Stauffer \$63,034	6/01/21	Expiration of Assignment
Salazar, Jairo	Teacher – SDC Warren \$76,064	6/01/21	Expiration of Assignment
Sanchez, Stephanie	Teacher Ward \$67,374	6/01/21	Expiration of Assignment
Sandoval, Elizabeth	Teacher Warren \$96,611	6/01/21	Expiration of Assignment
Serrano, Veronica	Psychologist Special Education \$119,096	6/01/21	Expiration of Assignment
Silva, Ivan	Psychologist Special Education \$112,260	6/01/21	Expiration of Assignment
Sodetani, Gordon	Teacher – SDC Doty \$63,479	6/01/21	Expiration of Assignment
Soto-Castillo, Karlo	Teacher Warren \$60,855	6/01/21	Expiration of Assignment
Stevenson, Jody	Teacher Warren \$73,899	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Torres, Vanessa	Teacher – SBC Rio San Gabriel \$80,879	6/01/21	Expiration of Assignment
Trejo, Gabriel	Teacher Warren \$103,354	6/01/21	Expiration of Assignment
Trejo, Katherine	Teacher Gallatin \$72,184	6/01/21	Expiration of Assignment
Tufnell, Tracy	Teacher – SDC Lewis 50%/DO 50% \$74,353	6/01/21	Expiration of Assignment
Ventura, Noelia	Teacher Carpenter \$76,058	6/01/21	Expiration of Assignment
Vera, Jecenia	Teacher – Librarian Stauffer \$76,509	6/01/21	Expiration of Assignment
Viramontes, Celeste	SLP Special Education \$78,703	6/01/21	Expiration of Assignment
Washington, Kimberly	Teacher – RSP Gauldin \$83,036	6/01/21	Expiration of Assignment
Webb, John	Teacher Warren \$96,611	6/01/21	Expiration of Assignment
Woodard, Shannon	Teacher – SBC Autism Rio San Gabriel \$65,651	6/01/21	Expiration of Assignment

Employee	Assignment	Effective	Reason
Woodhouse, Adorliz	Teacher – SBC Autism Gauldin \$76,539	6/01/21	Expiration of Assignment
Young, Stephanie	Teacher DHH \$80,859	6/01/21	Expiration of Assignment
Zarate, Brianda	Teacher Downey \$63,034	6/01/21	Expiration of Assignment
Zarate, Osvaldo	Teacher Stauffer \$60,855	6/01/21	Expiration of Assignment
Zmuda, Stephanie	SLP Special Education \$78,703	6/01/21	Expiration of Assignment

II. CLASSIFIED

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Lara, Vanessa (Working out of class as needed)	Sr. Instr. AsstS/MH (Bil.) Sussman	\$4,084.00 mo.	02/05/21
Lizarraga, Joen (Working out of class as needed)	Sr. Instr. AsstS/MH (Bil.) Old River	\$4,084.00 mo.	11/16/20- 11/20/20
Richards Wright, Kaiya (Substitute)	School Based Therapist Varies	\$30.773 hr.	03/01/21- 06/30/21
Trejo, Patty (Working out of class as needed)	Attend./Records Clerk Sussman	\$4,499.00 mo.	02/09/21
Velasco, Adriana (Substitute)	Instructional Media Tech. Varies	\$18.883 hr.	02/16/21

B. Change of Assignment

Employee	From:	То:	Effective
Chavez, Corrine (Working out of class in Limited-term assignment)	Food Svc. Asst. II Lewis \$19.338 hr. 5 Hours	Food Svc. Supv. I Lewis \$20.780 hr. 7.5 Hours	02/02/21- 02/04/21
Luevano, Regina (Promotion) (Rpl. A. Macias)	Inter. Clerical Asst. DHH Program \$4,184.00 mo. (100%)	Attend./Records Clerk Downey High \$4,499.00 mo. (100%)	02/22/21
Rico, Cynthia (Reassignment)	Int. Sch. Office Mgr. Doty \$4,726.00 mo. (100%)	Int. Sch. Off. MgrBil. Doty \$4,846.00 mo. (100%)	01/06/21

II. CLASSIFIED

C. Leaves of Absence

Employee	Assignment	Effective	Reason
Bedolla Avila, Samantha	Attend./Records Clerk	02/09/21-	AB2393-Child
	Sussman	05/07/21	Bonding Leave
Flores, Danielle	Inter. Clerical Asst.	02/14/21-	FMLA/
	Lewis	03/04/21	CFRA
RH2352608	Inter. School Office Mgr.	01/06/21-	Paid Admin.
	Columbus High	12/31/21	Leave



IV. 1. ADOPT Resolution No. 202021-11, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Gymnasium Building at Griffiths Middle School.

Supporting Documents



scan0587

DOWNEY UNIED SCHOOL DISTRICT RESOLUTION NO. 202021-11

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE CONSTRUCTION OF THE GYMNASIUM BUILDING AT GRIFFITHS MIDDLE SCHOOL

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for a new gymnasium building at the Griffiths Middle School (Project); and

WHEREAS, Education Code 17072.35 stipulates how SFP new construction grant funds can be expended and SFP Regulation Section 1859.77.3(a) stipulates that a district may request new construction grants that exceed the pupil capacity of the project based on state loading standards pursuant to Education Code 17071.25(a)(2); and

WHEREAS, the Project has zero classrooms within it, and in accordance with state loading standards therefore, it has zero pupil capacity; and

WHEREAS, the District wants to maximize the amount of state grants it will receive for the Project and wishes to utilize pupil grant eligibility in excess of the capacity of the Project for the construction of the Project; and

WHEREAS, the SAB changed its rules and now requires districts to justify eligibility for new construction grants at the time the application is reviewed instead of when the application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, the District plans to assign up to 250 elementary, middle, and/or high school pupil grants from the eligibility provided to the kindergarten through twelfth grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed (or as determined and approved by OPSC); and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

- Adopts the foregoing recitals as true and correct.
- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and

- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing pupils at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34, but they can roll to 36 in grades 4-6 and in 6th grade depending on the average across the classes. They could go as high as 38 students per classroom for the 4-6th grades versus the State loading standard of 25, middle schools at a District loading standard of 35-38 students per classroom for the 7-8th grades versus the State loading standard of 27, and high schools at a District loading standard of 36-38 students per classroom for the 9-12th grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and
- The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the pupils receiving grants in the Projects.

PASSED AND ADOPTED this 9th day of March 2021, by the governing board of the Downey Unified School District of Los Angeles County, California by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

CERTIFICATION

I, Martha Sodetani, 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 9th day of March, 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 Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY, MIDDLE AND/OR HIGH SCHOOL GRADE PUPILS BEING UTILIZED FOR FUNDING OF THE GYMNASIUM AT GRIFFITHS MIDDLE SCHOOL

The Downey Unified School District is proposing to build a gymnasium at the Griffiths Middle School (Project) and receive funding from the State School Facilities Program (SFP).

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(a), the District may request new construction grants that exceed the pupil capacity of the project based on state loading standards. The District is proposing to utilize eligibility available for middle pupils first, elementary school pupils second, and/or high school pupils last to assist with the construction of the Project, as necessary, depending on the District's eligibility for new construction grants at the time the Office of Public School Construction (as staff to the State Allocation Board) reviews the Project.

The District can accomplish the housing of the additional elementary, middle, and/or high school pupils by loading these classrooms at the maximum loading standard of 33 pupils per classroom for all grades pursuant to SFP Regulation Section 1859.77.3(a) as this maximum is below the maximum loading standard of the District. These loading standards exceed the State loading standard of 25 for kindergarten through 6th grades and 27 for 7th through 12th grades. In effect, the District is proposing to house 8 additional pupils per classroom at the existing schools that serves grades 4-6 and 6 additional pupils per classroom at the existing schools that serve grades 7-12.

The District currently has approximately 237 elementary classrooms that serve grades 4-6, 76 middle, and 138 high school grade level classrooms identified on its Form SAB 50-02, *Existing School Building Capacity*, and including those classrooms constructed since, that are available to house the additional pupils. These classrooms provide the following additional housing capacity:

Number of existing elementary school (4-6) level classrooms: Additional pupils that can be housed in each classroom:	237 8
Total number of additional pupils that can be housed:	1,896
Number of existing middle (7-8) grade level classrooms:	76
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	456
Number of existing high school (9-12) grade level classrooms:	138
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	828

In conclusion, this excess capacity of 3,180 students is more than enough to house the additional elementary, middle, and/or high school pupils that may require housing under this plan.



IV. 2. ADOPT Resolution No. 202021-12, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Gymnasium Building at Sussman Middle School.

Supporting Documents



scan0588

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-12

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE CONSTRUCTION OF THE GYMNASIUM BUILDING AT SUSSMAN MIDDLE SCHOOL

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for a new gymnasium building at the Sussman Middle School (Project); and

WHEREAS, Education Code 17072.35 stipulates how SFP new construction grant funds can be expended and SFP Regulation Section 1859.77.3(a) stipulates that a district may request new construction grants that exceed the pupil capacity of the project based on state loading standards pursuant to Education Code 17071.25(a)(2); and

WHEREAS, the Project has zero classrooms within it, and in accordance with state loading standards therefore, it has zero pupil capacity; and

WHEREAS, the District wants to maximize the amount of state grants it will receive for the Project and wishes to utilize pupil grant eligibility in excess of the capacity of the Project for the construction of the Project; and

WHEREAS, the SAB changed its rules and now requires districts to justify eligibility for new construction grants at the time the application is reviewed instead of when the application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, the District plans to assign up to 250 elementary, middle, and/or high school pupil grants from the eligibility provided to the kindergarten through twelfth grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed (or as determined and approved by OPSC); and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

Adopts the foregoing recitals as true and correct.

- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and
- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing pupils at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34, but they can roll to 36 in grades 4-6 and in 6th grade depending on the average across the classes. They could go as high as 38 students per classroom for the 4-6th grades versus the State loading standard of 25, middle schools at a District loading standard of 35-38 students per classroom for the 7-8th grades versus the State loading standard of 27, and high schools at a District loading standard of 36-38 students per classroom for the 9-12th grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and
- The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the pupils receiving grants in the Projects.

PASSED AND ADOPTED this 9th day of March, 2021, by the governing board of the Downey Unified School District of Los Angeles County, California by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

CERTIFICATION

I, Martha Sodetani, 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 9th day of March, 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 Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY, MIDDLE AND/OR HIGH SCHOOL GRADE PUPILS BEING UTILIZED FOR FUNDING OF THE GYMNASIUM AT SUSSMAN MIDDLE SCHOOL

The Downey Unified School District is proposing to build a gymnasium at the Sussman Middle School (Project) and receive funding from the State School Facilities Program (SFP).

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(a), the District may request new construction grants that exceed the pupil capacity of the project based on state loading standards. The District is proposing to utilize eligibility available for middle pupils first, elementary school pupils second, and/or high school pupils last to assist with the construction of the Project, as necessary, depending on the District's eligibility for new construction grants at the time the Office of Public School Construction (as staff to the State Allocation Board) reviews the Project.

The District can accomplish the housing of the additional elementary, middle, and/or high school pupils by loading these classrooms at the maximum loading standard of 33 pupils per classroom for all grades pursuant to SFP Regulation Section 1859.77.3(a) as this maximum is below the maximum loading standard of the District. These loading standards exceed the State loading standard of 25 for kindergarten through 6th grades and 27 for 7th through 12th grades. In effect, the District is proposing to house 8 additional pupils per classroom at the existing schools that serves grades 4-6 and 6 additional pupils per classroom at the existing schools that serve grades 7-12.

The District currently has approximately 237 elementary classrooms that serve grades 4-6, 76 middle, and 138 high school grade level classrooms identified on its Form SAB 50-02, *Existing School Building Capacity*, and including those classrooms constructed since, that are available to house the additional pupils. These classrooms provide the following additional housing capacity:

Number of existing elementary school (4-6) level classrooms:	237
Additional pupils that can be housed in each classroom:	8
Total number of additional pupils that can be housed:	1,896
Number of existing middle (7-8) grade level classrooms:	76
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	456
Number of existing high school (9-12) grade level classrooms:	138
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	828

In conclusion, this excess capacity of 3,180 students is more than enough to house the additional elementary, middle, and/or high school pupils that may require housing under this plan.



IV. 3. ADOPT Resolution No. 202021-13, for Downey Unified to Approve the Use of Pupil Grant Eligibility for the Construction of the Library Building at Sussman Middle School.

Supporting Documents



scan0589

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-13

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE CONSTRUCTION OF THE LIBRARY BUILDING AT SUSSMAN MIDDLE SCHOOL

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for a new library building at the Sussman Middle School (Project); and

WHEREAS, Education Code 17072.35 stipulates how SFP new construction grant funds can be expended and SFP Regulation Section 1859.77.3(a) stipulates that a district may request new construction grants that exceed the pupil capacity of the project based on state loading standards pursuant to Education Code 17071.25(a)(2); and

WHEREAS, the Project has zero classrooms within it, and in accordance with state loading standards therefore, it has zero pupil capacity; and

WHEREAS, the District wants to maximize the amount of state grants it will receive for the Project and wishes to utilize pupil grant eligibility in excess of the capacity of the Project for the construction of the Project; and

WHEREAS, the SAB changed its rules and now requires districts to justify eligibility for new construction grants at the time the application is reviewed instead of when the application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, the District plans to assign up to 250 elementary, middle, and/or high school pupil grants from the eligibility provided to the kindergarten through twelfth grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed (or as determined and approved by OPSC); and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

Adopts the foregoing recitals as true and correct.

- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and
- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing pupils at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34, but they can roll to 36 in grades 4-6 and in 6th grade depending on the average across the classes. They could go as high as 38 students per classroom for the 4-6th grades versus the State loading standard of 25, middle schools at a District loading standard of 35-38 students per classroom for the 7-8th grades versus the State loading standard of 27, and high schools at a District loading standard of 36-38 students per classroom for the 9-12th grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and
- The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the pupils receiving grants in the Projects.

PASSED AND ADOPTED this 9th day of March, 2021, by the governing board of the Downey Unified School District of Los Angeles County, California by the following vote:

AY	ES:
NC	DES:
AB	SENT:
AB	STAINING:

CERTIFICATION

I, Martha Sodetani, 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 9th day of March, 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 Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY, MIDDLE AND/OR HIGH SCHOOL GRADE PUPILS BEING UTILIZED FOR FUNDING OF THE LIBRARY AT SUSSMAN MIDDLE SCHOOL

The Downey Unified School District is proposing to build a library at the Sussman Middle School (Project) and receive funding from the State School Facilities Program (SFP).

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(a), the District may request new construction grants that exceed the pupil capacity of the project based on state loading standards. The District is proposing to utilize eligibility available for middle pupils first, elementary school pupils second, and/or high school pupils last to assist with the construction of the Project, as necessary, depending on the District's eligibility for new construction grants at the time the Office of Public School Construction (as staff to the State Allocation Board) reviews the Project.

The District can accomplish the housing of the additional elementary, middle, and/or high school pupils by loading these classrooms at the maximum loading standard of 33 pupils per classroom for all grades pursuant to SFP Regulation Section 1859.77.3(a) as this maximum is below the maximum loading standard of the District. These loading standards exceed the State loading standard of 25 for kindergarten through 6th grades and 27 for 7th through 12th grades. In effect, the District is proposing to house 8 additional pupils per classroom at the existing schools that serves grades 4-6 and 6 additional pupils per classroom at the existing schools that serve grades 7-12.

The District currently has approximately 237 elementary classrooms that serve grades 4-6, 76 middle, and 138 high school grade level classrooms identified on its Form SAB 50-02, *Existing School Building Capacity*, and including those classrooms constructed since, that are available to house the additional pupils. These classrooms provide the following additional housing capacity:

Number of existing elementary school (4-6) level classrooms: Additional pupils that can be housed in each classroom:	237 8
Total number of additional pupils that can be housed:	1,896
Number of existing middle (7-8) grade level classrooms:	76
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	456
Number of existing high school (9-12) grade level classrooms:	138
Additional pupils that can be housed in each classroom:	6
Total number of additional pupils that can be housed:	828

In conclusion, this excess capacity of 3,180 students is more than enough to house the additional elementary, middle, and/or high school pupils that may require housing under this plan.



IV. 4. REVIEW Resolution No. 202021-14 and the Preliminary Official Statement, authorizing the issuance of Downey Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series C, and actions related thereto for adoption at the April 20, 2021 Board of Education Meeting. (under separate cover)

Supporting Documents



scan0590

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

March 9, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

SUBJECT:

RESOLUTION 202021-14 – A RESOLUTION OF THE BOARD OF EDUCATION OF THE DOWNEY UNIFIED SCHOOL DISTRICT, LOS ANGELES COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF DOWNEY UNIFIED SCHOOL DISTRICT (LOS ANGELES COUNTY, CALIFORNIA) ELECTION OF 2014 GENERAL OBLIGATION BONDS,

SERIES C, AND ACTIONS RELATED THERETO

REVIEW ITEM

A successful election was held in the Downey Unified School District on November 4, 2014 authorizing the issuance and sale of general obligation bonds ("Bonds") of the District for various purposes in the maximum amount of \$248,000,000 (the "Measure O"). The District has previously sold three series of Bonds under Measure O. The District now desires to issue its fourth and fifth series of Bonds under Measure O in an amount not-to-exceed \$63,002,016. The District proposes the issuance of Bonds that include current interest bonds, as well as bonds that allow for the compounding of interest, including capital appreciation bonds. The Bonds are being authorized for sale for the purpose of financing voter-approved projects.

Pursuant to Education Code Section 15146(b)(2), enacted by California Assembly Bill 182 (Stats. 2013, Chapter 477), the Resolution and materials included in this agenda item being first publicly noticed as an information item at this March 9, 2021 Board meeting. At the Board's next consecutive meeting, currently scheduled for April 20, 2021, the attached Resolution and materials will be publicly noticed as an action item for consideration by the Board.

(a) <u>Bond Resolution</u>. This Resolution authorizes the issuance of Bonds, specifies the basic terms, parameters and forms of the Bonds, and approves the form of and approves the form of Notice Inviting Proposals for Purchase of Bonds, the form of Notice of Intention to Sell, the form of Preliminary Official Statement, and the form of Continuing Disclosure Certificate described below. In particular, Section 1 of the Resolution establishes the maximum aggregate principal amount of the Bonds to be

issued (\$63,002,016). Section 3 authorizes the bonds to be sold at a competitive sale, and authorizes Piper Sandler & Co., the District's Municipal Advisor, to solicit bids from prospective bidders, and award the sale of the Bonds on the basis of the lowest true interest cost.

- (b) Notice Inviting Proposals for Purchase of Bonds; Notice of Intention to Sell. The Resolution includes as Exhibits C and D the forms of Notice Inviting Proposals for Purchase of Bonds and Notice of Intention Sell. The Resolution authorizes the District's Municipal Advisor to distribute the Notice Inviting Proposals for Purchase of Bonds to prospective bidders and to cause the Notice of Intention to Sell to be published in the Bond Buyer, a national municipal securities newspaper, to satisfy applicable legal requirements. The Notice Inviting Proposals for Purchase of Bonds sets forth certain conditions of closing the transaction, including certain of the documentation to be provided at the closing by various parties.
- (c) Form of Preliminary Official Statement. The Preliminary Official Statement ("POS") is the offering document describing the Bonds which may be distributed to prospective purchasers of the Bonds. The POS discloses information with respect to among other things (i) the proposed uses of proceeds of the Bonds, (ii) the terms of the Bonds (interest rate, redemption terms, etc.), (iii) the bond insurance policy for the Bonds, if any, (iv) the security for repayment of the Bonds (the *ad valorem* property tax levy), (v) information with respect to the District's tax base (upon which such *ad valorem* property taxes may be levied), (vi) District financial and operating data, (vii) continuing disclosure with respect to the Bonds and the District, and (viii) absence of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the Bonds. Following the pricing of the Bonds, a final Official Statement for the Bonds will be prepared, substantially in the form of the POS.
- (d) Form of the Continuing Disclosure Certificate. The form of the Continuing Disclosure Certificate can be found in APPENDIX C to the POS. Effective July 3, 1995, all underwriters of municipal bonds are obligated to procure any public agency issuing debt a covenant that such public agency will annually file "material financial information and operating data" with respect to such public agency through the web-based Electronic Municipal Market Access ("EMMA") system maintained by the Municipal Securities Rulemaking Board (a federal agency that regulates "broker-dealers," including investment bank firms that underwrite municipal obligations). This requirement is expected to be satisfied by the filing of the District's audited financial statements and other operating information about the District, in the same manner the District has filed in connection with prior bond issuances.

(e) Requirements of Education Code Section 15146(b) and 15146(c). In satisfaction of Education Code Sections 15146(b) and 15146(c), enacted by California Assembly Bill 182 (Stats. 2013, Chapter 477) and effective as of January 1, 2014, appended to the Resolution is an information item ("Exhibit B") containing the following information provided by the financial advisor to the District: approximations of the financing term of the Bonds; time of maturity of the Bonds; repayment ratio of the Bonds; estimated change in assessed value of taxable property within the District over the term of the Bonds; an analysis containing the total overall cost of the capital appreciation bonds expected to be issued; a comparison between the overall cost of the capital appreciation bonds expected to be issued and the overall cost of current interest bonds; and the reason that capital appreciation bonds are being recommended.

There is no fiscal impact to the General Fund resulting from the issuance of the Bonds.

SUPERINTENDENT'S RECOMMENDATION:

REVIEW Resolution No. 202021-14 and the Preliminary Official Statement, authorizing the issuance of Downey Unified School District (Los Angeles County, California) Election of 2014 General Obligation Bonds, Series C, and actions related thereto for adoption at the April 20, 2021 Board of Education meeting.



V. 2. APPROVE Curriculum Changes to Clock Hours for the Paralegal CTE Program currently being offered from 624 hours to 832 hours.

Supporting Documents



scan0591

DOWNEY UNIFIED SCHOOL DISTRICT **Educational Services**

DATE:

March 9, 2021

TO:

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

FROM:

Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education

Prepared by: Blanca Rochin, Principal, Downey Adult School

SUBJECT: ADULT SCHOOL - APPROVE DOWNEY ADULT SCHOOL CTE

CURRICULUM CHANGES

ACTION ITEM

Downey Adult School Principal, Blanca Rochin, is proposing curriculum changes for one of the CTE programs currently being offered. Board of Education approval is requested by the Council on Occupational Education (COE) to approve the following curriculum change at Downey Adult School:

Change the clock hours for Paralegal from 624 to 832 hours.

Downey Adult School has achieved an excellent reputation as a leading Career Technical Education training site. Because of this standard of excellence, Downey Adult School graduates are successful professionals.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Curriculum changes to the clock hours for the Paralegal CTE program currently being offered from 624 to 832 hours.



VI. 1. RECEIVE Administrative Report: 2020-21 Second Period Interim Financial Report as of January 31, 2021 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year.

Supporting Documents



scan0592

Downey Unified School District

Business Services

DATE:

March 9, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Michael Martinez, Senior Director, Budget and Finance

SUBJECT: 2020-21 SECOND PERIOD INTERIM FINANCIAL REPORT AS OF

JANUARY 31, 2021

ADMINISTRATIVE REPORT

District Administration is required to report periodically to the Board of Education on the financial and budgetary condition of the District. Education Code Sections 35035(g), 42130, and 42131, as amended by AB 1200 (Chapter 1213/1991), require that on the basis of these reports. twice annually the Board of Education must certify, in writing, whether or not it believes the District can meet its financial obligations for the remainder of the current fiscal year. The certification must then be submitted to the County Superintendent of Schools.

This report has been prepared and is submitted under separate cover.

Based upon this Second Period Interim Report, the District can meet all of its current financial obligations for the 2020-21 fiscal year.

SUPERINTENDENT'S RECOMMENDATION:

RECEIVE Administrative Report: 2020-21 Second Period Interim Financial Report as of January 31, 2021 (under separate cover); and APPROVE Positive Certification that Downey Unified School District can meet its financial obligations for the remainder of the 2020-21 fiscal year.



VII. 1. APPROVE the Revisions to the Full Distance Learning Memorandum of Understanding between the Downey Education Association and the Downey Unified School District.

Supporting Documents



scan0595

REVISED: 2-26-2021

Memorandum of Understanding Between Downey Education Association And Downey Unified School District Regarding Full Distance Learning Model

The Downey Unified School District ("District") and Downey Education Association ("Association") enter this Memorandum of Understanding regarding Full Distance Learning in preparation for the 2020-2021 school year; the parties recognize the need to address the District's learning environment and instructional model given the continuing pandemic. It is in the mutual interest of the parties to abide by the Governor's Pandemic plan, along with The Los Angeles County Department of Public Health officials, to prevent illness and contain the spread of the virus. It is the goal of the District and Association to offer in-person instruction to the greatest extent possible. The District will offer Full Distance Learning until in-person instruction is safe, as determined by, including but not limited to, providing personal protective equipment, social distancing environments, sanitizing, and disinfectant supplies.

Bargaining Unit members shall work in Full Distance Learning (DL) until the public health conditions do not require a Full Distance Learning option for students/parents. for the first Quarter (August 10th — October 9th) If The Los Angeles Department of Public Heath orders do not change, Full Distance Learning will continue. through the second Quarter (October 12, 2020 through December 18, 2020. The parties mutually agree to communicate and meet as necessary to develop guidelines and amendments for the implementation of this MOU, including a plan of continuation of delivery services by support personnel (e.g., nurses, counselors, psychologists, librarians, speech and language pathologists, APE teachers).

The parties agree to follow S.B. 98 and all California laws concerning Distance Learning. (Education Code Section 43503)

Distance Learning means instruction in which the student and instructor are in different locations and students are under the general supervision of a certificated employee of the District. Distance Learning may include, but is not limited to: (Education Code Section 43500)

- Interaction, instruction, and check-ins between teachers and students through the use of a computer or communications technology.
- Video or audio instruction in which the primary mode of communication between the student and certificated employee is online interaction, instructional television, video, telecourses, or other instruction that relies on computer or communications technology.

Distance Learning shall include the following: (Education Code 43503)

- Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work.
- Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction.
- Academic and other supports designed to address the needs of students who are not
 performing at grade level, or need support in other areas, such as English Learners,
 students with exceptional needs, students in foster care or experiencing
 homelessness, and students requiring mental health supports.
- Special education, related services, and any other services required by a student's Individualized Education Program (IEP) with accommodations necessary to ensure that the IEP can be executed in a Full Distance Learning environment.
- Designated and integrated instruction in English language development including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning.
- Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or telephonic communication, or by other means permissible under public health orders.
- If daily live interaction is not feasible as part of regular instruction, the Governing Board must develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness.

1. Calendar, Workdays and Hours

- Bargaining Unit members are expected to work and be available in accordance with Article IX ~ Hours of Employment. (See Appendix A & B)
- b. Wednesday, August 12, 2020 has been exchanged as a student-free day with Monday, October 12, 2020 as an instructional day.
- c. Teachers must be available for students during their daily scheduled instructional blocks/periods and office hours.

- d. Bargaining Unit members shall adhere to a 7.5-hour workday, which is governed by completion of their professional responsibilities and shall be inclusive of, but not limited to, the following:
 - On-line Instruction
 - Virtual Office Hours
 - · Co-Planning with colleagues*
 - Monitoring Student Activity
 - Gathering Formative and Summative Assessments
 - Sharing Progress with Student and Families
 - Required Professional Development
 - Collaborating with other Bargaining Unit members, Support Staff and Administration*
 - Participating in IEP Meetings*
 - Required Meetings (i.e. faculty, department, ILT, and grade-level)*
 - Preparation Time
 - Lunch/Relief Breaks
 - Participate in grade-level PLC's (once per week), and PLC Leads to submit existing PLC feedback forms to site administrator weekly (secondary)*

[*in-person meetings may occur when mutually agreed upon]

e. For the 2020-21 school year, the minimum school day for a Local Education Agency (LEA) is as follows (Education Code 43501):

Elementary

Transitional Kindergarten – will adhere to the Kindergarten instructional minutes Kindergarten = 180 Minutes

1st grade – 3rd grade = 230 Minutes

4th grade – 5th grade = 240 Minutes

Secondary

6th grade – 8th grade = 240 minutes 9th grade – 12th grade = 240 minutes Continuation School = 180 minutes

Teachers shall provide live instruction for their students on Mondays, Tuesdays, Thursdays and Fridays for a minimum of 30 minutes per block/period and on Wednesdays a minimum of 15 minutes per block/period; with the remaining required minutes being completed via asynchronous or synchronous instruction.

- f. When required, Bargaining Unit members shall receive professional development on the use of technology and the delivery of instruction via Full Distance Learning. Professional development shall take place virtually prior to, and throughout, the implementation of Full Distance Learning. Professional development shall be appropriate for the different programs (i.e., early childhood teachers, specialeducation teachers, APE teachers, librarians, speech/language pathologists, school nurses, counselors, and school psychologist).
 - Information regarding training opportunities shall be communicated with all Bargaining Unit members via email.
 - The District, to the most reasonable extent, shall ensure Bargaining Unit members have access to all necessary equipment, and necessary resources to deliver Full Distance Learning.
 - When requested, due to unforeseen circumstances, Bargaining Unit members will be issued hotspots on a temporary basis, that will be returned to the District when the unforeseen circumstances have been resolved.
 - The District shall provide Bargaining Unit members technical support via virtual tools. This may include access to the Technology Help Desk and other technical support from District staff, as well as instruction on Full Distance Learning platforms and instructional materials.
 - Bargaining Unit members shall not be liable for damage to District equipment.
 - Bargaining Unit members who request to deliver their Full Distance Learning instruction from their own classroom, will notify their site administrator.
- g. The Bargaining Unit member will document daily participation for each student on each school day, in whole or in part, for which Full Distance Learning is provided.
- h. Per Education Code 43504, after three (3) consecutive absences at the elementary level and two (2) consecutive absences at the secondary level, the teacher will contact the student's home. If absences continue, the teacher will notify the administrator at the elementary level and the appropriate counselor at the secondary level.
- i. Bargaining Unit members will self-screen prior to entering a District worksite. The self-screening questionnaire can be accessed under the QR code that will be posted at every entry. The Bargaining Unit member shall be responsible for following state, county, and local public health recommendations. Bargaining Unit members shall maintain six (6) feet of physical distancing between themselves and other individuals and are required to wear a face mask.
- j. Bargaining Unit members must secure substitute coverage through Aesop and prepare substitute lesson plans at least 24 hours in advance of absence.

- k. If an elementary Bargaining Unit member is not present for one of their required daily direct live instruction lessons, they will be required to use an accrued leave equivalent to one-third (1/3) of their regular scheduled workday.
- If a secondary Bargaining Unit member is not present for one of their required daily direct live instruction lessons or office hours, they will be required to use an accrued leave equivalent to the block/period missed. An office hour is equivalent to one hour of accrued leave.
- m. On the occasion that circumstances beyond the control of the Bargaining Unit member occur that impacts their ability to provide students with daily live interaction, no disciplinary action will be initiated. When/if this occurs, the Bargaining Unit member will notify a site administrator as soon as possible.
- n. Teachers will be required to attend one virtual school sponsored night meeting per semester. If a teacher misses this virtual night meeting, they will be required to submit a 2.5-hour Absence Affidavit.
- Any Bargaining Unit member who has been directed by a health care provider or a federal, state or local agency to quarantine, isolate and/or self-quarantine related to Covid-19 will be eligible for the Families First Coronavirus Response Act (FFCRA or Act). (See Appendix C & D)
- p. Bargaining Unit members who are unable to return to in person instruction when The Los Angeles County Department of Public Health permits, are encouraged to begin the ADA process with Certificated Human Resources as soon as possible in order to discuss accommodation request.
- q. All other leave requests will adhere to the language in the Master Agreement under Article XVIII ~ Leaves.

2. Curriculum, Content, and Scheduling of Distance Learning

- a. Bargaining Unit members shall determine the means and method for providing Full Distance Learning based on appropriate standards-based instruction and assessments, available core instructional materials, their resources, and their students' ability to access the curriculum. Under the current Full Distance Learning model, Bargaining Unit members shall be responsible for planning appropriate standards-based instruction and assessments, responding to parents and students by the next school day, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, and providing students feedback.
- b. Provide weekly lesson plans following District initiatives at the elementary level as requested. Electronically post a "Week at a Glance" schedule of assignments for

- secondary students to access by 8:30 a.m. on the first instructional day of each week. Post asynchronous lessons for students to access as needed.
- c. Work within PLCs weekly to create pacing guides; common assessments that target Essential Standards; ensure rigorous workload and grading practices.
- d. Daily participation may include, but is not limited to, evidence of participation in online activities, completion of regular assignments, completion of assessments, and contacts between employees of the District and students or parents/guardians.
- e. Provide regular and timely feedback, not only for assignments turned in, but also on a variety of platforms, where students have shown their learning. In addition, administer grades and provide feedback for diagnostic assessments, informative assessments, and interim assessments.

3. Communication, Collaboration, Privacy, and Security

- a. Bargaining Unit members shall utilize a Learning Management System (LMS) such as Canvas or Google Classroom to post a syllabus with information on accessing the District's Learning Management System (Canvas/Google Classroom), curriculum, student expectations, contact information, grading policy, and office hours/interactive instruction. Canvas is our DUSD default LMS for secondary; but Google Classroom may be used at the beginning of the 2020-2021 school year. Teachers are encouraged to implement and utilize Canvas, with a full implementation by 2nd semester.
- b. Bargaining Unit members shall check their District email daily during the regular work week.
- c. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with parents and/or students.
- d. Bargaining Unit members may elect to use the District provided Zoom account to deliver live video instructions during Full Distance Learning.
- e. Bargaining Unit members shall not be held liable for incidents that occur during Full Distance Learning which are outside their control.

4. Special Education

- a. IEP Teams will collaborate and include a description of the means by which the IEP will be provided under emergency conditions in which instruction or services, or both, cannot be provided to the student either at the school or in person for more than 10 days. The description shall include the following: (Education Code Section 56345)
 - Special Education and related services

- Supplementary aids and services
- Transition services, as defined in Section 56345.1
- Extended School Year pursuant to Section 300.16 of Title 34 of the Code of Federal Regulations
- b. The parties agree to meet at the request of either party to address implementing guidelines from the US Department of Education or the California Department of Education for the education and service provision for students with special needs.
- c. To the maximum extent possible, Bargaining Unit members who provide special education instruction and/or services will provide it in a manner that is consistent with the offer of Free and Appropriate Public Education (FAPE) and provides educational benefit, allowing students with opportunities to make progress toward IEP goals.
- d. The District will provide video and telephonic tools and protocols to hold necessary IEP meetings and collaboration meetings to discuss IEP implementation and service delivery.
- e. The District will provide guidance on conducting assessments, writing IEP documents, providing services, and implementing special education programs in the Distance Learning model.

5. School Psychologist, School Nurses, Speech and Language Pathologists, Adapted Physical Education Teachers and Counselors

School Psychologists will provide the following scope of work:

- Provide virtual or telephone appointments to students for Designated Instructional Services (DIS) counseling, monitoring, and guidance as necessary and appropriate. These counseling sessions may be conducted via telephone or another virtual platform as determined by the School Psychologist's professional discretion and student need. Email communication may be used for monitoring but may not constitute a counseling session. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Will be available during the professional workday to consult with staff and parents via email, telephone, or other virtual tool for issues related to Special Education, mental health, crisis response, behavior and other appropriate situations.
- Will maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct in person (one-on-one) assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.

- Conduct in person assessments, when it is appropriate to do so per The Los Angeles County Department of Public Health safety guidelines.
- Facilitate and collaborate in crisis response and/or student risk assessments.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings or serve as the Administrative Designee when necessary.

School Nurses will provide the following scope of work:

- Provide health services to students and staff via email, telephone, or other virtual tools, as determined by the school nurse's professional discretion and student need. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Health screenings to staff and students when needed and appropriate as determined by School Nurse and administration.
- Monitor staff and student health needs and records related to COVID-19 diagnosis, treatment, and follow up. The District shall provide gloves, shields, smocks/gowns, and N95 masks for nurses.
- Conduct virtual health screenings for initial and triennial IEP meetings.
- Be available to consult with staff and parents during the professional workday via email, telephone, or other virtual tools for issues related to medical and health needs.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Provide training and support to school staff related to individual student medical needs.
- Attend virtual IEP meetings for students who are medically fragile or when there is an extenuating medical need.
- May need to provide in person support in schools to address health and safety concerns when deemed appropriate per Los Angeles County Department of Public Health safety guidelines.

Speech and Language Pathologists will provide the following scope of work:

- Plan and provide services through direct service delivery, consultation, and/or asynchronous speech and language activities as stipulated in student's IEP. Asynchronous activities can include a combination of practice activities, prerecorded lessons, paper-based tasks, and video demonstrations.
- Provide direct speech and language services to students on their caseloads through a professionally acceptable virtual platform. Telephone and email may also be used for progress monitoring or to provide consultation services to staff and parents. Telephone and email will not constitute a direct speech service session. Bargaining Unit members should not be required to provide personal cell phone numbers or personal email address in communications with students or parents.
- Be available to consult during the professional workday with staff and parents via email, telephone, or other virtual tools for issues related to speech and language services.
- Collaborate and plan with teachers and other service providers to ensure optional service delivery when necessary and appropriate.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.
- Conduct in person (one-on-one) assessments, when it is appropriate to do so per Los Angeles County Department of Public Health safety guidelines.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings.

Adapted Physical Education Teachers will engage in the following scope of work:

 Plan and provide services through direct service delivery, consultation, and/or asynchronous adaptive physical education activities as stipulated in the student's IEP. Asynchronous activities can include a combination of practice activities, prerecorded lessons, paper-based tasks, and video demonstrations.

- Provide adapted physical education services to students on their caseloads through a professionally acceptable virtual platform or other mutually agreed upon format. Telephone and email may also be used for progress monitoring or to provide consultation services to staff and parents. Telephone and email will not constitute as an adaptive physical education service session unless mutually agreed upon. Bargaining Unit members should not be required to provide personal cell phone numbers or personal emails in communications with students or parents.
- Be available to consult during the professional workday with staff and parents via email, telephone, or other virtual tools for issues related to adaptive physical education services.
- Collaborate and plan with teachers and other service providers to ensure optimal service delivery when necessary.
- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Conduct in person assessments remotely when deemed appropriate and adhering to the test publisher online recommendations when feasible.
- Conduct in person (one-on-one) assessments, when it is appropriate to do so per Los Angeles County Department of Public Health safety guidelines.
- Participate in scheduled District and Site staff meetings, as appropriate.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP meetings.

Counselors will provide the following scope of work:

- Conduct virtual or telephone appointments to students for guidance and counseling, monitoring, and academic support as necessary and appropriate. These counseling appointments may be conducted via telephone, email or a virtual platform as is appropriate with professional discretion and student need. Bargaining Unit members should not be required to provide personal cell phone numbers or personal emails in communications with students or parents.
- Be available during the professional workday to consult with staff, parents and students via email, telephone, or other virtual tool for issues related to academic support, mental health, crisis response, behavior, IEPs, 504s and other appropriate situations.

- Maintain accurate records of services provided, progress monitoring, and data as appropriate.
- Lead and collaborate in crisis response and/or student risk assessments.
- Participate in scheduled District and Site staff meetings, as appropriate and necessary.
- Participate in District and/or Site level professional development or trainings, as appropriate for their scope of work.
- Attend IEP and 504 meetings as necessary.
- Communicate with families and partner with teachers to address attendance concerns and/or send attendance referrals.
- Collaborate/consult with administration to facilitate Social Emotional Learning (SEL) implementation activities, staff professional development, and interactive staff/student support.
- After all resident subs are exhausted, Counselors may be used for covering a classroom teacher's class, or classes, in unusual circumstances on a reasonable and equitable basis with other members of the Bargaining Unit assigned to a particular school site.

6. Adult School

Adult School will continue with Distant Learning unless authorized the Los Angeles County Department of Public Health to provide training to essential workers to complete their required in person clinical hours for program completion. The students and teachers allowed to return, will strictly follow all The Los Angeles County Department of Public Health return guidelines.

7. Compensation and Evaluation

- a. Bargaining Unit members will have no loss of regular base pay or health benefits during the school closure. Bargaining Unit members will continue to be compensated for any negotiated stipends, if the activity is performed above and beyond the typical workday and permitted by Los Angeles County Department of Public Health order, CIF, or other governing body.
- b. Secondary Bargaining Unit members must complete four (4) ISTE micro courses by the end of August 2020. If the courses are completed prior to August 10, 2020, the Bargaining Unit member will be compensated for 10 hours at the hourly extra-duty rate of \$37.30.

a. Permanent Bargaining Unit members shall not be evaluated unless mutually agreed upon to complete the 2020-21 school year evaluation process. Temporary, Intern, and Probationary Bargaining Unit members shall be evaluated for the 2020-21 school year. Bargaining Unit members shall not be disciplined based on the method of delivery, or quality of instruction and services provided through the various distance learning modalities; this provision does not apply to employee misconduct, and/or violations of policy or law.

2. Miscellaneous/Other Provisions

Given the fast-changing nature of this pandemic, the parties may amend, delete, or add to this agreement with mutual consent.

For the Association: Julia Wright (Mar 2, 2021 14:13 PST)	For the District: Ayda R. Mir Alyda R. Mir (Mar 3, 2021, 14:16 PST)
Signature	Signature
Bargaining Chair	Assistant Superintendent
Title	Title
Julia Wright	Alyda R. Mir
Name (Print)	Name (Print)
3-3-21	3-3-21
Date	Date

Revised MOU Signature Page (2-26-21)

Final Audit Report

2021-03-03

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Ana Thorne (athorne@dusd.net)

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Distance Learning Teacher Schedule Draft

Mondays, Tuesdays, Thursday, and Fridays:

Teacher Day:

7:45-3:15 (7 and ½ hour day)

- This is inclusive of two 10-minute breaks and a 35-minute lunch
- Office Hours 30 minutes
- Students' Instructional Day- Based on number of instructional minutes by grade level, teacher will be participating in synchronous and asynchronous instruction, providing feedback to students, and interacting with students.

Wednesdays:

Teacher Day:

7:45-3:15 (7 and ½ hour day)

Teachers will:

- Participate in staff meeting (1 hour)
- TOSA Chat (1 hour)
- PLC Work (1 hour)
- 30-minute Live lesson/activity with students
- Office hours 30-minutes
- Remainder of time for lunch/breaks/professional responsibilities

APPENDIX A - PAGE 2

Sample Schedules

TK/Kinder

- Read Aloud: 10-15 minutes
- Shared Reading: 10-15 minutes
- Alphabetic Principle/Guided Reading: 10-20 minutes
- Interactive Writing: 5-10 minutes
- Phonemic Awareness: 5-10 minutes
- Phonics: 10-20 minutes
- Writing: 10-20 minutes
- Independent Reading: 10 minutes
- Math: 30-40 minutes
- Science: 10 minutes
- PE: 10 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

1st Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 10-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading: 10-20 minutes
- Interactive Writing: 5-10 minutes
- Phonemic Awareness: 5-10
 minutes
- Phonics: 10-20 minutes
- Writing: 20-30 minutes
- Independent Reading: 10 -20 minutes
- Math: 40-50 minutes
- Science: 25 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

2nd Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading: 15-20 minutes
- Phonics: 10-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 10-20 minutes
- Math: 40-50 minutes
- Science: 25 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

Sample Schedule

APPENDIX A - PAGE 3

3rd Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-30 minutes
- Math: 40-50 minutes
- Science: 40 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

4th Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-40 minutes
- Math: 50-60 minutes
- Science: 30 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

5th Grade

- Read Aloud: 10-15 minutes
- Shared Reading: 15-20 minutes
- Mentor Sentence: 7-10 minutes
- Guided Reading/Book Club Conferring: 15-20 minutes
- Writing: 30-45 minutes
- Independent Reading: 20-40 minutes
- Math: 50-60 minutes
- Science: 30 minutes

Must provide a minimum of 90 minutes of <u>Synchronous</u> instruction (i.e. 30 min/ELA, 30 min/Math, and 30 min/small group)

APPENDIX B SAMPLE SECONDARY SCHEDULE

Secondary School Distance	e Learning Block Schedule	Monday	Tuesday	Wed	inesday	Thursday	Friday
Workday: 7:30-3:00 p.m. School Starts	7:30 – 8:25 (55) 8:30 a.m.		Teacher Prep	Teacher Prep		Teacher Prep	Teacher Prep
			8:30 a.m.	8:30 a.m.	8:30 -3	3:00 p.m.	8:30 a.m.
Block 1	8:30 - 9:56 (86)	Period 1	Period 2	Period 1	8:30-8:55 (25)	Period 1	Period 2
				Period 2	9:05-9:30 (25)		
Break	9:56-10:16 (20)			Period 3	9:40-10:05 (25)		
Block 2	10:16 - 11:42 (86)	Period 3	Period 4	Break	10:05-10:20 (15)	Period 3	Period 4
		Alexander and a		Period 4	10:20-10:45 (25)		
Lunch	11:42 -12:30 (48)			Period 5	10:55-11:20 (25)		
Block 3	12:30 - 1:56 (86)	Period 5	Period 6	Period 6	11:30-11:55 (25)	Period 5	Period 6
End of Class Sessions	2:00 p.m.	2:00 p.m.	2:00 p.m.	Teacher Lunch	11:55-12:45 (55)	2:00 p.m.	2:00 p.m.
Office Hours	2:00 - 3:00 (60)	All Sections	All Sections	PLC	12:45-1:45 (60)	All Sections	All Sections
				Staff mtg/PD	2:00-3:00 (60)		

Monday, Tuesday, Thursday, Friday: Teachers will teach at least 30 minutes of live instruction (video or audio) per block

Office Hours: Teachers must be available to meet with individual students or small groups for the entire 60 minutes.

Wednesdays: Teachers will teach 15-20 minutes of live instruction (video or audio) per period

APPENDIX C

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

▶ PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- is subject to a Federal, State, or local quarantineor isolation order related to COVID-19;
- 2. has been advised by a health care provider to self-quarantine related to COVID-19:
- 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis:
- is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
- 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
- **6.** is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



For additional information or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627 dol.gov/agencies/whd



WH1422 REV 03/20

APPENDIX D



Downey Unified School District

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

HR 6201 – FAMILIES FIRST CORONAVIRUS RESPONSE ACT LEAVE OF ABSENCE REQUEST FORM

Effective April1, 2020, HR 6201 establishes new leave provisions for employees who are unable to report to work or otherwise fulfill work obligations for reasons related to the COVID 19 pandemic. To request leave, please submit this form to the Office of Human Resources.

лирюуее мате:	Certificated ☐ Classified ☐ Management
ob Title:	Site/Department:
ome Phone:	Email:
Please select from the following reaso	ons you are unable to report to work or fulfill work from home obligations.
□ I have been diagnosed with COVID quarantine order, you are eligible for	19 by a medical professional and I am in official quarantine. With documentation of a up to 80 hours of additional paid sick leave.
□ I have not been diagnosed, but I have recommendation to self-quarantine,	ve been advised to self-quarantine by a health provider. With documentation of a you are eligible for up to 80 hours of additional paid sick leave.
☐ I am experiencing symptoms related 80 hours of additional paid sick leave	d to COVID 19 and I am currently seeking a medical diagnosis. You may be eligible for up to be.
☐ I am caring for an individual diagnos With documentation, you are eligible	sed with COVID 19 or who has been ordered to self-quarantine by a medical professional. For up to 80 hours of additional paid sick leave at a rate of 2/3 your normal pay.
My child's school and/or childcare procare. You are eligible for up to 10 wo	rogram has closed due to reasons related to COVID 19 and I am unable to secure alternate orkweeks of leave at a rate of 2/3 your normal pay.
Explain:	
In the event I do not qualify for addition	onal leave, I would like to request:
	er number of days /dates:ave, enter number of days /dates:
Please attach available documentation My signature below signifies that I have re espective collective bargaining agreemen	n. If necessary, please attach rationale or comments. eferred to, understand, and will follow the guidelines established by HR 6201 and the
Employee's Signature:	Date:
	^^^^^^OFFICE USE ONLY^^^^^^^^^^^^^^^^^