BOARD OF EDUCATION

DOWNEY UNIFIED SCHOOL DISTRICT

AGENDA
April 20, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

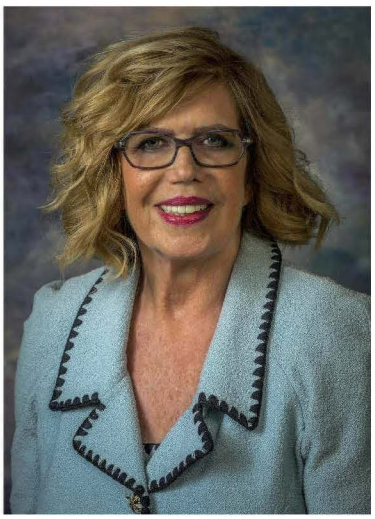
Board of Education



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

April 20, 2021

Open Session - 4:00 p.m.

Meeting held Virtually
Electronically or Telephonically

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

How to Connect to the Meeting electronically/telephonically:

Zoom Information:
https://dusd-net.zoom.us/j/84895974884?pwd=bmRYa0YrQUExVFZ0TEVyQUpiS3l3QT09
Passcode: 497230

Telephone Number: (408) 638-0968 or (669) 900-6833
Webinar ID: 848 9597 4884
Passcode: 497230

Public Comment:

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to publiccomment0420@dusd.net by Tuesday, April 20, 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).

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https://dusd-net.zoom.us/j/84895974884?pwd=bmRYa0YrQUExVFZ0TEVyQUpiS3l3QT09
(https://simbli.eboardsolutions.com/SU/dU8dtxztbKr5yROfVOy70Q==)
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In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting, 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, April 20, 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 Ms. Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION
   Invocation to be delivered by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

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

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

5. ADOPT Agenda #22 for the Regular Meeting of the Board of Education held on April 20, 2021.

6. APPROVE Official Minutes of the Regular Board of Education Meeting held March 9, 2021, and the Special Board of Education Meetings held March 16 and March 23, 2021, as submitted or with necessary corrections. 14

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

8. RECEIVE Citizens' Bond Oversight Committee 2019-20 Annual Report. 35

9. HEAR an update presentation from Human Relations Council (HRC) Steering Committee Members Dr. Rani Bertsch, Dr. Charlotte Evensen, Dr. Cassandra Villa, Golden Fowler and HRC Member Sarah Rowe.

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

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

II. CONSENT AGENDA

1. ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through March 2021. 48

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. 51

3. RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-32 with Hillside Residential Treatment Center to provide special education and/or related services to students for the period of March 24, 2021 through June 30, 2021.

4. APPROVE Settlement Agreement for OAH Case No. 2021010649.

5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from February 24, 2021 through April 5, 2021. 54

6. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of February 2021, covered by Payroll Orders issued through March 2021. 56

7. RATIFY the B Warrants for Downey Unified School District, falling between Warrant

Numbers 20167948 and 20176372, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning March 1, 2021 and ending March 31, 2021. 58

8. RATIFY the Community Development Block Grant Program Subrecipient Contract with the City of Downey to provide counseling and group support services through the 10-20 Club, Inc. for at-risk youth from July 1, 2020 through June 30, 2021. 60

9. RATIFY the Community Development Block Grant Program Subrecipient Grant Agreement with the City of Downey and the Downey Unified School District - TLC Family Resource Center to provide services to enhance the quality of life for low- and moderate-income citizens in the community from July 1, 2020 through June 30, 2021. 89

10. RATIFY the Community Development Block Grant Subrecipient Grant Agreement between the City of Downey and the Downey Unified School District - TLC Program to provide basic emergency need items to Downey residents in response to the COVID-19 pandemic from October 14, 2020 through December 31, 2021. 118

11. RATIFY the agreement with the City of Downey to provide School Resource Officer Services at Downey High School, Warren High School, and Columbus High School in connection with the District's Police on Campus Program from March 23, 2021 through May 28, 2021. 147

12. RATIFY California Student Data Privacy Agreement with SAVVAS Learning Company, LLC, for the use of digital online courseware from July 1, 2020 through June 30, 2021. 154

13. RATIFY Facility Use and Grant Service Agreement with Sports for Learning, Inc., for afterschool program for information, recreation and education, effective March 29, 2021 through May 28, 2021. 178

14. APPROVE Agreement for Architectural Services with PBK-WLC Architects, Rancho Cucamonga, for the Ward Elementary School Fire Alarm Upgrade Project, in the amount of $37,800.00, to be charged to Measure O Bond Funds. 202

15. APPROVE Agreement for Preliminary Services with Bernards Bros Inc., San Fernando, to provide preliminary construction services on the Stauffer Middle School Gymnasium Project, in the amount of $67,665.00, to be charged to Measure O Bond Funds. 262

16. APPROVE Amendment No. 1 to the Brokerage Consulting Agreement with Alliant Insurance Services, Inc. to renew the current agreement for insurance brokerage services effective July 1, 2021 through July 1, 2023. 282

17. APPROVE First Amendment to Service Agreement No. 202021-25 with Carrot Group to design, launch and operate Esports Tournaments for the District from July 1, 2020 through June 30, 2021. 285

18. RATIFY First Amendment to Service Agreement No. 202021-70 with Beltmann Relocation Group to provide additional moving services for the Doty Middle School Modernization project from July 2020 through December 2021. 288

19. RATIFY Amendment #5 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 2, 2021 through April 8, 2021. 292

20. RATIFY Amendment #6 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 19, 2021 through April 8, 2021. 295

21. RATIFY Amendment #7 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 24, 2021 through April 8, 2021. 298

22. RATIFY First Amendment to Service Agreement No. 202021-243 with Elizabeth Gallardo by extending agreement end date from March 31, 2021 to April 30, 2021. 301

23. RATIFY First Amendment to Service Agreement No. 202021-244 with Optometric Vision Care Associates by extending agreement end date from February 26, 2021 to May 28, 2021. 303

24. RATIFY First Amendment to Service Agreement No. 201920-250 with People's Care Autism Services by extending agreement end date from March 21, 2020 to September 15, 2020. 305

25. RATIFY Service Agreement No. 202021-252 with Elizabeth Gallardo to provide compensatory Speech and Language Therapy services for a District student from December 1, 2020 through June 30, 2021. 312

26. RATIFY Agreement for Construction Services (Small Projects) No. 202021-264 with Unified Modular, Riverside, to modify portable classroom buildings at Stauffer Middle School, in the amount of $35,393.68, to be charged to Measure O Bond Funds. (under separate cover)

27. RATIFY Service Agreement No. 202021-287 with Exchange Club Family Support Center to provide a parent workshop via Zoom at Unsworth Elementary School on March 11, 2021. 318

28. RATIFY Service Agreement No. 202021-293 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of Speech & Language including IEP meeting participation from February 17, 2021 through June 30, 2021. 323

29. RATIFY Agreement for Construction Services (Small Projects) No. 202021-301 with M&R Painting and Decorating, Inc., Rowland Heights, to provide exterior painting of buildings

C, D, F, G, L, J and the south side of the center main hallway at Columbus High School, in the amount of $12,750.00, to be charged to Deferred Maintenance Funds. (under separate cover)

30. RATIFY Service Agreement No. 202021-302 with BSN Sports, LLC to remove and replace basketball backboards in the gymnasium at Warren High School from March 1, 2021 through September 1, 2021. 328

31. RATIFY Service Agreement No. 202021-303 with Professional Tutors of America to provide 90 hours of academic instruction to students, effective March 9, 2021 through August 31, 2021. 334

32. RATIFY Agreement No. 202021-304 with DIACARTA to provide COVID-19 laboratory diagnostic testing services for student-athletes from March 10, 2021 through June 30, 2022. 339

33. RATIFY Agreement No. 202021-305 with OUTFRONTmedia to provide poster advertising and related artwork on the corners of Firestone Boulevard and Rives Avenue to the Downey Adult School from March 15, 2021 through March 13, 2022. 345

34. RATIFY Agreement for Construction Services (Small Projects) No. 202021-306 with 3D Concrete, Downey, to provide concrete walkway repairs at Imperial Elementary School, in the amount of $9,960.00, to be charged to Restricted Maintenance Funds. (under separate cover)

35. RATIFY Agreement for Construction Services (Small Projects) No. 202021-307 with Pro-Craft Construction, Inc., Redlands, to furnish and install water bottle filling stations at various school sites at the direction of M.O.T. Services, in the amount of $14,420.00, to be charged to Restricted Maintenance Funds. (under separate cover)

36. RATIFY Agreement for Construction Services (Small Projects) No. 202021-308 with Quality Environmental, Inc., Santa Fe Springs, to provide modular classroom remediation services at Downey High School, in the amount of $16,200.00, to be charged to Restricted Maintenance Funds. (under separate cover)

37. RATIFY Agreement for Construction Services (Small Projects) No. 202021-309 with Pro-Craft Construction, Inc., Redlands, to provide domestic water main repairs at Warren High School, in the amount of $20,790.00, to be charged to Deferred Maintenance Funds. (under separate cover)

38. RATIFY Agreement for Construction Services (Small Projects) No. 202021-310 with Quality Environmental, Inc., Santa Fe Springs, to provide modular classroom remediation services at Downey High School, in the amount of $14,600.00, to be charged to Restricted Maintenance Funds. (under separate cover)

39. RATIFY Service Agreement No. 202021-311 with Bright Event Rentals to provide the set up and installation of District-provided event tents at Downey and Warren High Schools

from April 5, 2021 through April 30, 2021. 353

40. RATIFY First Amendment to Service Agreement No 202021-92 with Pacific Coast Speech Services Inc. by adding additional Speech and Language Services starting on March 2, 2021. 362

41. RATIFY Service Agreement No. 202021-312 with Haynes Family of Programs - S.T.A.R. Academy to provide compensatory educational services in the areas of Language and Speech to a District student, effective March 17, 2021 through June 30, 2021. 364

42. RATIFY Agreement for Construction Services (Small Projects) No. 202021-313 with B&B Service, Temple City, to provide floor repairs for an existing walk-in freezer in the cafeteria at Rio San Gabriel Elementary School, in the amount of $10,635.00, to be charged to Food Service Funds. (under separate cover)

43. RATIFY Service Agreement No. 202021-314 with Jackson Risk Management, Inc. to provide Alternative Dispute Resolution services for Downey SELPA from April 1, 2021 through June 30, 2021. 371

44. RATIFY Service Agreement No. 202021-316 with Elizabeth Gallardo, CCC-SLP, BCBA for Independent Educational Evaluation in the area of Functional Behavior Assessment and IEP meeting attendance, effective March 17, 2021 through May 28, 2021. 377

45. RATIFY Service Agreement No. 202021-318 with Haynes Family of Programs - S.T.A.R. Academy to provide supplemental academic support and reading specialist to a District student, effective April 12, 2021 through September 1, 2021. 382

46. RATIFY Agreement for Construction Services (Small Projects) No. 202021-319 with J.K. Miklin, Inc. dba Yamada Enterprises, Huntington Beach, to provide and install steel library shelving at Sussman Middle School, in the amount of $9,590.00, to be charged to Measure O Bond Funds. (under separate cover)

47. APPROVE Service Agreement No. 202021-320 with Certification & Career Pathways Readiness Group (2 CPR Group) to provide Career Technical Education teacher support for hybrid and in-person learning from April 21, 2021 through December 31, 2021. 389

48. APPROVE Agreement for Construction Services (Small Projects) No. 202021-321 with McCullah Fence Company, Bell Gardens, to install a new swing gate at Stauffer Middle School and install diamond back vinyl fence covering, a slide gate, concrete foundation, and swing gate at Price Elementary School, in the amount of $8,725.00, to be charged to Restricted Maintenance Funds. (under separate cover)

49. APPROVE Agreement for Construction Services (Small Projects) No. 202021-322 with R&R Roofing and Waterproofing, Inc., Lake Elsinore, to provide roof coating and spot repairs on portable classroom buildings at Warren High School, in the amount of $20,840.00, to be charged to Deferred Maintenance Funds. (under separate cover)

50. APPROVE Agreement for Construction Services (Small Projects) No. 202021-323 with Miner, LTD, Norwalk, to repair a cafeteria rolling door at Stauffer Middle School, in the amount of $3,007.19, to be charged to Deferred Maintenance Funds. (under separate cover)

51. RATIFY Agreement No. 202021-324 for Independent Consultant/Professional Services (Construction Related) with Aurora Industrial Hygiene, South Pasadena, to provide water testing services at the Gallegos Administration Center, in the amount of $1,450.00, to be charged to Restricted Maintenance Funds. (under separate cover)

52. RATIFY Agreement for Construction Services (Small Projects) No. 202021-325 with McCullah Fence Company, Bell Gardens, to install a new swing gate at Carpenter Elementary School, in the amount of $845.00, to be charged to Restricted Maintenance Funds. (under separate cover)

53. RATIFY Agreement for Construction Services (Small Projects) No. 202021-326 with George's Tree & Landscape Services, Downey, to provide tree trimming services at Lewis and Rio Hondo Elementary Schools, in the amount of $10,000.00, to be charged to Restricted Maintenance Funds. (under separate cover)

54. RATIFY Agreement for Construction Services (Small Projects) No. 202021-327 with Big City Signs, Inc., Murrieta, to design and paint a CHARACTER COUNTS! mural at Columbus High School/Downey Adult School, in the amount of $3,502.00, to be charged to School Site/Adult School Funds. (under separate cover)

55. RATIFY Service Agreement No. 202021-329 with Haynes Family of Programs - S.T.A.R. Academy to provide Language, Speech and Supplemental Academic Services to a District student, effective March 31, 2021 through December 31, 2021. 398

56. RATIFY Agreement No. 202021-331 with Zoom to provide annual Zoom services and software to conduct District-wide staff and classroom meetings from April 8, 2021 through April 7, 2022. 405

57. APPROVE Contract with the Los Angeles County Office of Education for PeopleSoft Financial Systems, Fiscal Year 2021-22, effective July 1, 2021 through June 30, 2022. 408

58. RATIFY Facility Use and Grant Services Agreement for After School Program for Information Recreation and Education with Saint Dominic Savio Parish, Bellflower, from March 29, 2021 through May 28, 2021. 423

59. APPROVE the Full and Final Release and Settlement Agreement with Angeles Contractor, Inc. to resolve remaining subcontractor claims related to the extended duration of the Stauffer Middle School project. 448

60. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Nearpod, Inc., Dania Beach, Florida, in the anticipated annual amount of $2,500.00, with no guarantee that this amount will be met or exceeded, for the

use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions. 454

61. RATIFY the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $131,669.89, to be charged to the Measure O Bond Fund. 479

62. APPROVE the increase to Purchase Order #PO1-20*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of $34,850.00, to be charged to Measure O Bond Funds. 481

63. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-220, removal and installation of new wood flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the increased amount of $87,500.00, to be charged to Deferred Maintenance Funds. 483

64. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-307 to furnish and install water bottle filling stations at various school sites at the direction of the M.O.T. Services Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of $7,006.00, to be charged to Restricted Maintenance Funds. 485

65. APPROVE Change Order #1 to Purchase Order #PO2W-21*1020 for additional Quality Bidders software services at the request of the Facilities Department with Colbi Technologies, Inc., Tustin, in the increased amount of $20,000.00, to be charged to Restricted Maintenance Funds. 487

66. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-8631-0000000 or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000. 489

67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-198 for tree trimming services at Unsworth Elementary School with V&E Tree Service, Inc., Orange, in the final amount of $11,500.00, 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. 498

68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-205 for interior painting of the gymnasium at Warren High School, with Tony Painting, Inc., Garden Grove, in the final amount of $48,640.00, 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. 500

69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-

209 for canopy roof repairs at Williams Elementary School, with FC & Sons Roofing Company, Bell Gardens, in the final amount of $14,980.00, 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. 502

70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-228, to install a swing gate and poles at Imperial Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of $1,460.00, 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. 504

71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-239 for the installation of District-supplied carpeting and cove base in Kindergarten classrooms at Williams Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $4,942.00, 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. 506

72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-251 to perform miscellaneous concrete work at Old River Elementary School with 3D Concrete, Downey, in the final amount of $10,910.00, 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. 508

73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-256 for the installation of water bottle filling stations at all schools within the District, with Pro-Craft Construction, Inc., Redlands, in the final amount of $47,808.06, 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. 510

74. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-258 for interior painting of classroom N4 at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of $2,995.00, 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. 512

75. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-260 for interior painting of the cafeteria at Gauldin Elementary School, and interior painting of restrooms at Rio San Gabriel and Unsworth Elementary Schools, with Hendrix Painting, Inc., Long Beach, in the final amount of $27,550.00, 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. 514

76. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-264, modifications to an interim housing portable classroom building at Stauffer Middle School, with Unified Modular Corporation, Riverside, in the final amount of $35,393.68, 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. 516

77. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-281 for interior painting of first- and second-floor hallways in the Donald E. LaPlante Hall science building at Warren High School with Hendrix Painting, Inc., Long Beach, in the final amount of $7,850.00, 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. 518

78. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-306 for concrete walkway repairs at Imperial Elementary School with 3D Concrete, Downey, in the final amount of $9,960.00, 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. 520

79. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-307 to install water bottle filing stations Districtwide with Pro-Craft Constructions, Inc., Redlands, in the final amount of $21,426.00, 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. 522

80. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-308 to provide remediation services in portable classrooms 6 through 10 at Downey High School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of $16,200.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 524

81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-325 to install a swing gate at Carpenter Elementary School with McCullah Fence Co., Bell Gardens, in the final amount of $845.00, 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. 526

82. ACCEPT as complete Agreement for Independent Consultant/Professional Services to provide topographic ground survey services at Stauffer Middle School with Joseph C. Truxaw and Associates, Inc., Orange, in the final amount of $7,900.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date. 528

83. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education. 530

84. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b). 559

85. AUTHORIZE the service of the teacher, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263. 561

86. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(b). 563

87. APPROVE the revised duty statement for the classification of Assistant Director, Technology & Information Systems, as attached, effective April 21, 2021. 566

III. GENERAL ADMINISTRATIVE SERVICES

1. ADOPT Resolution No. 202021-16, for Downey Unified to Determine that the Stauffer Middle School Gymnasium and Classroom Reconstruction Project is Categorically Exempt from the California Environmental Quality Act, Approve the Project, and Direct the Filing of a Notice of Exemption. 570

2. APPROVE the Schedule of Regular Board of Education Meetings for the 2021-22 school year. 575

IV. SPECIAL ADMINISTRATIVE - Instruction

1. HEAR presentation and update on Innovative Education Programs from Dr. Veronica Lizardi, Director of Innovative Education Programs, and DISCUSS upcoming programs for the 2021-22 school year.

2. HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services.

3. REVIEW the proposed 2021-22 Course of Study for High Schools. 577

585

4. APPROVE Middle School and High School Novels Proposed for Adoption.

V. ITEMS FOR FUTURE AGENDA

VI. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, May 11, 2021, at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VII. CLOSED SESSION

Retire into Closed Session to discuss:

a. Potential Litigation
b. Public Employment - Certificated Administration/Classified Management
c. Discipline/Dismissal/Release
d. Negotiations
e. Threat to Public Services or Facilities (Government Code Section 54957)
f. Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School.

VIII. ADJOURNMENT

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

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

Any writings or documents that are public records are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 11627 Brookshire Avenue, Downey, California during normal business hours or at www.dusd.net.

I. 6. APPROVE Official Minutes of the Regular Board of Education Meeting held March 9, 2021, and the Special Board of Education Meetings held March 16 and March 23, 2021, as submitted or with necessary corrections.

Supporting Documents

March 9 Minutes

March 16 Minutes

March 23 Minutes

Downey Unified SCHOOL DISTRICT

Meeting Minutes

Regular Board of Education Meeting
03/09/2021 04:00 PM
Downey Unified School District
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Passcode: 957776

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Webinar ID: 868 1722 7562 *Passcode: 957776*

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

3. INVOCATION

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

4. ROLL CALL

   Present
   D. Mark Morris
   Barbara R. Samperi
   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.

   Adopt Agenda #19 for the Regular Meeting of the Board of Education held on March, 9, 2021, including corrected page numbers 239 through 243.

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

   There was no correspondence to be received.

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

   Motion made by: Giovanna Perez-Saab
   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

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.

The Board of Education received the Official 2021 California School Boards Association Delegate Assembly Ballot for Region 24, and cast votes for the following candidates:

Jan Baird (South Whittier ESD)
Carolyn Castillo (El Rancho Unified SD)
Yesenia Cuaranta (Paramount Unified SD)
Jennifer De Baca Sandoval (Whittier City ESD)
H. Ernie Nishii (ABC USD)
Jorge Tirado (Norwalk-La Mirada Unified SD)

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

II. CLOSED SESSION

The Board of Education retired into Closed Session at 4:08 p.m. to discuss Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), and Potential Litigation, and reconvened into Open Session at 5:01 p.m.

III. GENERAL BOARD FUNCTIONS (continued)

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

Ms. Swenson reported that Warren High School student Amanda Ford was recognized by the Special Olympics North America during Women's History Month. She announced that $40,000 was raised for TLC at the Virtual 5K and was happy to see that Read Across America was being held virtually and thought we may want to continue that in the future. Ms. Swenson noted that Dr. Mary R. Stauffer passed away on February 11 and stated that she has made a significant impact on this community and the lives of many. Dr. Stauffer was always interested in helping to fund the newest things coming out through her Foundation and enjoyed investing in our students. Ms. Swenson announced there will be a celebration in August, around her birthday.

Mrs. Perez-Saab echoed Ms. Swenson regarding Dr. Stauffer. She noted that there were 1,000 participants in the TLC Virtual 5K and added it was a great event. Mrs. Perez-Saab participated in Read Across American at Rio San Gabriel, Rio Hondo and Imperial Elementary Schools. She congratulated Downey High School for their eSports championship win and enjoyed seeing it featured on Channel 7. Mrs. Perez-Saab thanked our staff, families, teachers and students for their hard work during Distance Learning and appreciated the staff trainings that have been offered. Mrs. Perez-Saab closed by thanking Dr. Stauffer for her investment in our kids and noted that she will be greatly missed.

Mrs. Sodetani shared a story former Supervisor Don Knabe told of a lunch meeting with Dr. Stauffer where she got him to match her donation to GOOD, which ended up being $10,000, noting that she gave so much to our community. Mrs. Sodetani thanked Jay Waldron and the Warren High School ASB for organizing the American Red Cross Blood Drive. She had the pleasure of reading for the schools during the virtual Read Across America and enjoyed visiting a classroom at Rio Hondo Elementary School.

Mr. Rodriguez had the opportunity to attend the Freshman football game, where his kids played, and noted that the event was well run and at 25% capacity with social distancing being enforced. He thanked the staff at Downey High School for keeping everyone safe and was glad to see kids back on the field. Mr. Rodriguez discussed our MADE summer internship program and mentoring for our students in collaboration with the Bayha group, which is impressive. He noted our attendance is going back up and thanked everyone who has been helping at home teaching our kids, noting it takes a village. Mr. Rodriguez thanked Dr. Garcia and administration for all the working getting us back to school as well as the professional presentations, which is allowing us to make the best educated decisions for our kids. He thanked the teachers, parents, kids and staff for their public comments and added that he is committed to making the best decisions for our kids.

Mrs. Saldaña reported that her son has been able to golf again and has participated in four matches, which has been very nice. She had the opportunity to participate in Read Across America at Lewis Elementary School. Mrs. Saldaña shared a Dr. Stauffer story where she told Dr. Stauffer she was the Price PTA President and Dr. Stauffer noted that she had been a PTA President previously; when she asked how Dr. Stauffer was able to do everything, she said she was busy and bossy, noting that Dr. Stauffer was fabulous. Mrs. Saldaña announced the Downey Foundation for Educational Opportunities hired a new Executive Director, Sheila Tetangco-Bartolone who will be a huge asset to the Foundation. She thanked staff for all their work preparing to get our kids back on campus.

Mrs. Samperi shared a funny story of when she was first elected to the Board of Education. She was sitting with Dr. Stauffer at the Rio Hondo Event Center when Dr. Stauffer bluntly asked her what made her qualified to be a Board Member. Mrs. Samperi thanked Ashley Greaney for her work preparing the videos and press releases. She announced that the Spring Parent Academy put on by Veronica Lizardi will be held virtually again this year, which allows many more parents to participate. Mrs. Samperi expressed her appreciation for the information Jennifer Robbins provided on the elementary intervention and student and family engagement work provided during Distance Learning. She thanked the community for the donations on tonight's agenda for TLC.

Mr. Morris had the opportunity to participate in Read Across America as well as watch the eSports video trophy presentation to Downey High School and noted that this sports activity has the best fan attendance of any sport. Mr. Morris reiterated what Dr. Garcia said in the interview, that this sports program is about computers and programing, and is a pathway to help our students get into that industry as a career. He thanked all District and union leadership for negotiating in good faith our Return to School plan. Mr. Morris thanked the parents, students and teachers who wrote to the Board regarding the reopening of schools, giving their input, and noting that in all his years on the Board of Education that this one has had the most input from the community and we listened to every one of them.

Dr. Garcia recognized the teams who worked in collaboration with the District, noting we are all on the same page and return to school will bring a stronger opportunity for our students to learn. He added he is very excited about having our students back on campus, which will look very different but will provide an opportunity to get back into the classroom for those 55% of elementary students who want to return. Dr. Garcia added that we are keeping our students with their current teachers. He reported that our staff have all had the opportunity to be vaccinated thanks to our collaboration with Whittier City School District, PIH, Kaiser and the Department of Public Health.

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

   There was no response.

IV. CONSENT AGENDA

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. 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.

7. APPROVE Compromise and Release Agreement OAH Case No. 2020120603 for a Downey Unified student from March 9, 2021 through December 31, 2021.

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

9. APPROVE Membership to College Board for the 2020-21 school year to provide access to AP as well as other college board resourcing content.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

62. APPROVE the March 2021 budget transfers and adjustments for the 2020-21 fiscal year.

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

V. GENERAL ADMINISTRATIVE

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.

   Motion made by: Martha Sodetani
   Motion seconded by: Nancy Swenson

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

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.

Motion made by: Barbara Samperi
Motion seconded by: Giovanna Perez-Saab
Voting:
D. Mark Morris - Yes
Barbara Samperi - Yes
Martha Sodetani - Yes
Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

3. 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.

Motion made by: Jose Rodriguez
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

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)

VI. SPECIAL ADMINISTRATIVE - Instruction

Public comments, concerns and/or questions were submitted via email and read regarding the safe reopening of schools from the following:

Amalia Soto
Lynn Huang
Tomas Contreras

Public comment and concern was submitted via email and read regarding after school program from the following:

Melanie Gutierrez Chang

Public comment was submitted via email and read thanking the District for keeping the community

updated, informed and for providing meal distribution from the following:

Roxy Alaniz

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.

   A consensus was agreed upon to send a recommitment email to secondary families.

2. APPROVE Curriculum Changes to Clock Hours for the Paralegal CTE Program currently being offered from 624 hours to 832 hours.

   Motion made by: Martha Sodetani
   Motion seconded by: Giovanna Perez-Saab
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

3. APPROVE 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 sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations, effective January 1, 2021 through June 30, 2023. (under separate cover)

   Motion made by: Jose Rodriguez
   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

VII. SPECIAL ADMINISTRATIVE - Business

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.

   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

VIII. 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.

Motion made by: Barbara Samperi
Motion seconded by: Jose Rodriguez
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

IX. ITEMS FOR FUTURE AGENDA

X. NEXT MEETING

The next meetings of the Board of Education will be a Special Meeting to be held on Tuesday, March 16, 2021, at 4:00 p.m., and 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.

The meeting was recessed at 6:58 p.m. and reconvened at 7:04 p.m.

XI. CLOSED SESSION

The Board of Education retired into Closed Session at 7:05 p.m. to discuss Negotiations, Threat to Public Services or Facilities (Government Code Section 54957) and Potential Litigation, and reconvened into Open Session at 7:22 p.m.

XII. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 7:24 p.m. in memory of Dr. Mary R. Stauffer; Gordon Ballard; Joseph Castellanos; Kevork Kaloustian; Randy Marshman; David Quintero, Sr.; Jeremy Schlittenhart; Daniel Shook and Kyle Thompson.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

D. Mark Morris, President

Martha E. Sodetani, Clerk

Downey Unified SCHOOL DISTRICT

Meeting Minutes

Special Board of Education Meeting
03/16/2021 04:00 PM
Downey Unified School District
Meeting held Virtually - Electronically or Telephonically
Closed Session at 4:00 p.m. - Open Session at approximately 4:45 p.m.

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

https://dusd-net.zoom.us/j/86788221346?pwd=TTZ0VW02blNtaGlOVzJPZ0R5bmtadz09
Passcode: 948604

To connect to the meeting by telephone, see information below:
(408) 638-0968 or (669) 900-6833
Webinar ID: 867 8822 1346 *Passcode:* 948604

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0316@dusd.net by Tuesday, March 16, 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 Tuesday, March 16, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

   Renewal of the Pledge of Allegiance to the Flag of the United States of America was led by Mr. Jose J. Rodriguez, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

   Present
   D. Mark Morris
   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 #20 for the Special Meeting of the Board of Education held on March 16, 2021, including corrected pages 158 and 336.

   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 Special Board of Education Meetings held February 18, February 23, and March 3, 2021, as submitted or with necessary corrections.

   Motion made by: Martha Sodetani
   Motion seconded by: Giovanna Perez-Saab
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

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.

II. CLOSED SESSION

The Board of Education retired into Closed Session at 4:07 p.m. to discuss Negotiations and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 5:10 p.m.

III. GENERAL ADMINISTRATIVE

1. HEAR Public on items appearing on the Agenda.

   Public comments, concerns and/or questions were submitted via email and read regarding the safe and smooth reopening of schools from the following:

   Jim Mogan, President of DEA
   Jennifer Lande
   Teresa Hill
   Cassandra Villa
   Karla Lopez
   Jody Stevenson
   Ashley Cook
   Burnie Gipson
   Michelle Napoli
   Deanna Mack
   Andy Lundsberg
   Elizabeth Sandoval
   Stephanie Fisher
   Kyle Deichman
   Dulce Franco
   Gloria Fuentes

   Public comments, concerns and/or questions were submitted via email and read regarding the COVID-19 relief money provided to the District from the following:

   Teresa Hernandez

2. 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.

3. ADOPT 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.

   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

4. ADOPT Resolution No. 202021-15, the Escrow Agreement and the Preliminary Official Statement, authorizing the issuance of Downey Unified School District (Los Angeles County, California) 2021 General Obligation Refunding Bond, and actions related thereto.

   Motion made by: Barbara Samperi
   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

5. APPROVE the Facilities Use and Grant Services Agreement for After School Program for Information, Recreation and Education between the Downey Unified School District and the Downey Foundation for Educational Opportunities, effective July 1, 2021 through June 30, 2022, for the After School Education and Safety (ASES) Grant obtained from the California Department of Education.

   Public comments, concerns and/or questions were submitted via email and read regarding the ASPIRE program and the grant being taken over by the Downey Foundation for Educational Opportunities:

   Meanie Gutierrez-Chang

   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

IV. ITEMS FOR FUTURE AGENDA

V. NEXT MEETING

The next meetings of the Board of Education will be a Special Meeting to be held on Tuesday, March 23, 2021, at 4:00 p.m., and 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.

VI. CLOSED SESSION (if necessary)

The Board of Education retired into Closed Session at 6:45 p.m. to discuss Negotiations and Threat to Public Services or Facilities (Government Code Section 54957), and reconvened into Open Session at 8:14 p.m.

VII. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 8:15 p.m.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

D. Mark Morris, President

Martha E. Sodetani, Clerk

Downey Unified SCHOOL DISTRICT

Meeting Minutes

Special Board of Education Meeting
03/23/2021 04:00 PM
Downey Unified School District
Meeting held Virtually - Electronically or Telephonically

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

https://dusd-net.zoom.us/j/81086318044?pwd=aUM3NXdKUzR3azlqOUxpdEdLQUJOdz09
Passcode: 863308

To connect to the meeting by telephone, see information below:
(408) 638-0968 or (669) 900-6833
Webinar ID: 810 8631 8044 *Passcode:* 863308

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0323@dusd.net by Tuesday, March 23, 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 Tuesday, March 23, 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 #21 for the Special Meeting of the Board of Education held on March 23, 2021.

   Motion made by: Martha Sodetani
   Motion seconded by: Nancy Swenson
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Yes
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

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

   There was no correspondence to be received.

II. GENERAL ADMINISTRATIVE

1. HEAR Public on items appearing on the Agenda.

   Public comments, concerns and/or questions were submitted via email and read regarding the difficult schedule for families with students in two different cohorts from the following:

   Vivian Vargas

   Public comments, concerns and/or questions were submitted via email and read thanking the District and DEA for the collaboration in reopening schools by the following:

   Anna Beth Fishman

2. 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.

III. SPECIAL ADMINISTRATIVE - Personnel

Mrs. Samperi stepped away from the meeting at 4:57 p.m., and the vote shall reflect that of six members from this point forward.

1. APPROVE the new limited-term substitute rate of pay effective March 29, 2021 through May 28, 2021 as follows: day-to-day in-person - $175.00 per day; long term - $200.00 per day; half day - $100.00 per day.

   Motion made by: Jose Rodriguez
   Motion seconded by: Linda Salomon Saldana
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Not Present
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

2. APPROVE the Hybrid In-Person Model Memorandum of Understanding between the Downey Education Association and Downey Unified School District.

   Motion made by: Martha Sodetani
   Motion seconded by: Nancy Swenson
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Not Present
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

3. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 6, 2021.

   Motion made by: Giovanna Perez-Saab
   Motion seconded by: Nancy Swenson
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Not Present
   Martha Sodetani - Yes
   Giovanna Perez-Saab - Yes
   Jose Rodriguez - Yes
   Linda Salomon Saldana - Yes
   Nancy Swenson - Yes

4. APPROVE the Addendum to the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #248 regarding the Hybrid Model dated March 22, 2021.

   Motion made by: Martha Sodetani
   Motion seconded by: Nancy Swenson
   Voting:
   D. Mark Morris - Yes
   Barbara Samperi - Not Present
   Martha Sodetani - Yes

Giovanna Perez-Saab - Yes
Jose Rodriguez - Yes
Linda Salomon Saldana - Yes
Nancy Swenson - Yes

Mrs. Samperi returned at 5:02 p.m., and the vote shall reflect that of seven members from this point forward.

5. APPROVE the Memorandum of Understanding between the Downey Unified School District Board of Education and the California School Employees Association and its Chapter #746 regarding the Hybrid Model dated March 19, 2021.

Motion made by: Linda Salomon Saldana
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

IV. ITEMS FOR FUTURE AGENDA

V. 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.

The meting was recessed at 5:03 p.m. and reconvened at 5:10 p.m.

VI. CLOSED SESSION

The Board of Education retired into Closed Session at 5:11 p.m. to discuss Negotiations, Threat to Public Services or Facilities (Government Code Section 54957) and Potential Litigation, and reconvened into Open Session at 5:53 p.m.

VII. ADJOURNMENT

The Special Meeting of the Board of Education was adjourned at 5:55 p.m. in memory of Deane Marfone and Kristi Tyner.

DOWNEY UNIFIED SCHOOL DISTRICT
Board of Education

D. Mark Morris, President

Martha E. Sodetani, Clerk

I. 8. RECEIVE Citizens' Bond Oversight Committee 2019-20 Annual Report.

Supporting Documents

Citizens' Bond Oversight Committee Report

DOWNEY UNIFIED SCHOOL DISTRICT
CITIZENS' BOND OVERSIGHT COMMITTEE
MEASURE O

2019-20 ANNUAL REPORT
MARCH 29, 2021

INTRODUCTION

In July 2013, Downey Unified School District sent out a request for a proposal to develop a Facilities Master Plan (FMP). The intent of the plan was to analyze current facility conditions and needs, analyze future facility needs, help define educational facility goals for the next 10-15 years and suggest financial strategies to fund future needs. The facilities master planning process began in October 2013 and was presented to the Board of Education on June 24, 2014.

The FMP assessed the condition of existing school facilities and developed an understanding of anticipated long-range facility needs. Coupled with the educational program vision, a strategic facilities master plan was developed for each site to address those needs.

Thanks to community support, the Measure O Bond was passed on November 4, 2014 by 60.51% of voters. Measure O is a $248,000,000 bond measure that authorizes funding for needed repairs, upgrades, and new construction projects to the District's schools. Our schools are being renovated to include state-of-the-art technology and first-rate facilities.

CITIZENS' BOND OVERSIGHT COMMITTEE

The School Facilities Local Vote Act of 2000 (Proposition 39) requires the sponsoring school district of an approved measure to establish a Citizens' Bond Oversight Committee to oversee, monitor, and inform the public concerning the expenditure of general obligation bond revenues. The Citizens' Bond Oversight Committee must provide annually a report of how Measure O Bond funds were used in the past year. This is the Downey Unified School District Measure O Citizens' Bond Oversight Committee's 2019-20 annual report.

THE COMMITTEE MUST INCLUDE:

A. One (1) member who is active in a business organization representing the business community located within the school district.
B. One (1) member who is active in a senior citizens' organization.
C. One (1) member who is a parent or guardian of a child enrolled in the school district.
D. One (1) member who is both a parent or guardian of a child enrolled in the school district and active in a parent-teacher organization; and
E. One (1) member who is active in a bona fide taxpayer's organization.
F. Two (2) members of the community at-large

THE CBOC COMMITTEE IS CURRENTLY MADE UP OF THE FOLLOWING INDIVIDUALS:

Members:	Represent:
Danielle De Buhr	Business Representative; Chair
Melody Gregorio	At-Large Community Member; Vice- Chair
Paul Beemer	Member of Senior Citizens Group
Alfredo Perez	Active PTA/Site Council Member
Jorge Somoano	At-Large Community Member
Jeff Townsend	Parent of School District Student
Jerome Wetzstein	Member of Taxpayer Organization Active

THE DOWNEY UNIFIED SCHOOL DISTRICT'S CITIZENS' BOND OVERSIGHT COMMITTEE MET ON THE FOLLOWING DATES:

- August 15, 2019
- October 21, 2019
- January 27, 2020

On the April 20, 2021 regular meeting of the Board of Education, the Committee will present the 2019-20 Annual Report of the Citizens' Bond Oversight Committee.

REVENUE
In October 2015, the District issued Bond Series A in the amount of $50,000,000. In addition, in January 2019, the District issued Bond Series B in the amount of $125,000,000. There is a remaining balance in Bonds in the amount of $63,000,000.

EXPENDITURES
The California Constitution specifically limits the expenditures of bond revenues to: construction, reconstruction, rehabilitation or replacement of school facilities, including

the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.

The Measure O funds were used for the following categories: Site preparation, including engineering, environmental review and testing; planning, including architects and Division of State Architect review; and construction, including construction managers, temporary facilities and utilities. In addition, there were costs for State of California required inspections, and furniture and equipment.

Please see the Expenditure Report on pages 4-11 reporting cumulative expenditures from the inception of the first series of bonds through June 30, 2020.

AUDIT

Measure O requires that the sponsoring school district of an approved measure conduct an annual independent performance audit to ensure that bond funds have been expended only on the specific projects included on the list of projects the district was required to provide before Measure O was presented to the voters. It also requires that the school district conduct an annual independent financial audit of the proceeds from the sale of the bonds until all proceeds have been expended for the school facilities projects.

The annual audit of the Downey Unified School District Measure O bond expenditure was conducted by Eide Bailly, an independent auditing firm for fiscal year 2019-20 starting July 1, 2019 through June 30, 2020 and was reviewed by the Citizens' Bond Oversight Committee on January 25, 2021.

In the firm's report of that audit: "The results of our tests indicated that, in all significant respects, the District has properly accounted for the expenditures held in the Building Fund (Measure O) and that such expenditures were made for authorized Bond projects. Further, it was noted that funds held in the Building Fund (Measure O), and expended by the District, were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General."

As disclosed in the annual independent auditor's report, the total amount expended during the 2019-20 fiscal year was $62,149,716, which is a subset of the cumulative expenditures from the inception of the sale of the first series of bonds through June 30, 2020. An itemized list of the expenditures was provided by the Downey Unified School District accounting staff as additional supporting documentation to the annual audit.

Measure O Budgets, Commitments, and Expenditure report is on the following pages:

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name	Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Elementary Schools					
Alameda Elementary School - Quick Start - Paving					Complete
		15,425	-	-	
	A - Site Total	-	15,425	15,425	
		15,425	***15,425***	***15,425***	
Alameda Elementary School - Security					**Ongoing**
		13,499	-	-	
	B - Planning Total	-	877	877	
	F - Furniture & Equipment Total	-	12,621	12,621	
		13,499	***13,499***	***13,499***	
Carpenter Elementary School - Kindergarten Playground					Complete
		400,068	-	-	
	A - Site Total	-	329,904	329,904	
	B - Planning Total	-	35,049	34,710	
	E - Inspection Total	-	36,715	19,196	
		400,068	***401,667***	***383,810***	
Carpenter Elementary School - Playground Equipment Replacement					Complete
		100,513	-	-	
	A - Site Total	-	31,693	31,693	
	F - Furniture & Equipment Total	-	68,820	68,820	
		100,513	***100,513***	***100,513***	
Carpenter Elementary School - Quick Start - Fencing					Complete
		114,223	-	-	
	A - Site Total	-	100,143	100,143	
	C - Construction Total	-	14,080	14,080	
		114,223	***114,223***	***114,223***	
Carpenter Elementary School - Security					**Ongoing**
		20,460	-	-	
	B - Planning Total	-	877	877	
	F - Furniture & Equipment Total	-	19,583	19,583	
		20,460	***20,460***	***20,460***	
Gallatin Elementary School - Kindergarten Playground					Complete
		75,404	-	-	
	A - Site Total	-	75,404	75,404	
		75,404	***75,404***	***75,404***	
Gallatin Elementary School - Quick Start - Fencing					Complete
		6,540	-	-	
	A - Site Total	-	6,540	6,540	
		6,540	***6,540***	***6,540***	
Gallatin Elementary School - Security					**Ongoing**
		13,498	-	-	
	B - Planning Total	-	877	877	
	F - Furniture & Equipment Total	-	12,621	12,621	
		13,498	***13,498***	***13,498***	
Gauldin Elementary School - Modernization Phase 1					Complete
		4,658,845	-	-	
	A - Site Total	-	17,535	17,535	
	B - Planning Total	-	420,506	420,506	
	C - Construction Total	-	3,915,329	3,915,329	
	E - Inspection Total	-	225,571	147,355	
	F - Furniture & Equipment Total	-	158,119	158,119	
		4,658,845	***4,737,061***	***4,658,845***	

Downey Unified
SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Gauldin Elementary School - Security				**Ongoing**
	17,764	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*16,887*	*16,887*	
	17,764	***17,765***	***17,765***	
Imperial Elementary School - Quick Start - Fencing				**Complete**
	100,138	-	-	
A - Site Total	-	*86,058*	*86,058*	
C - Construction Total	-	*14,080*	*14,080*	
	100,138	***100,138***	***100,138***	
Imperial Elementary School - Quick Start - Paving				**Complete**
	27,500	-	-	
A - Site Total	-	*27,500*	*27,500*	
	27,500	***27,500***	***27,500***	
Imperial Elementary School - Security				**Ongoing**
	25,004	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*24,127*	*24,127*	
	25,004	***25,004***	***25,004***	
Lewis Elementary School - Modernization Phase 1				**Design Complete - On Hold**
	249,718	-	-	
A - Site Total	-	*28,840*	*28,840*	
B - Planning Total	-	*206,048*	*206,048*	
E - Inspection Total	-	*14,830*	*14,830*	
F - Furniture & Equipment Total	-	-	-	
	249,718	***249,718***	***249,718***	
Lewis Elementary School - Security				**Ongoing**
	40,281	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*39,404*	*39,404*	
	40,281	***40,281***	***40,281***	
Old River Elementary School - Fire Alarm Replacement				**Complete**
	471,916	-	-	
A - Site Total	-	*20,923*	*20,923*	
B - Planning Total	-	*56,308*	*56,308*	
C - Construction Total	-	*343,860*	*343,860*	
E - Inspection Total	-	*50,825*	*23,266*	
	471,916	***471,916***	***444,357***	
Old River Elementary School - Marquee Sign				**Complete**
	101,321	-	-	
A - Site Total	-	*2,215*	*2,215*	
B - Planning Total	-	*13,938*	*13,938*	
C - Construction Total	-	*40,900*	*40,900*	
E - Inspection Total	-	*15,074*	*12,012*	
F - Furniture & Equipment Total	-	*29,030*	*29,030*	
	101,321	***101,157***	***98,094***	
Old River Elementary School - Security				**Ongoing**
	16,393	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	15,516	15,516	
	16,393	***16,393***	***16,393***	

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Price Elementary School - Modernization Phase 1				**Design - On Hold**
	647,667	-	-	
A - Site Total	-	*46,801*	*46,801*	
B - Planning Total	-	*600,866*	*185,404*	
	647,667	***647,667***	***232,205***	
Price Elementary School - Quick Start - Paving				Complete
	3,500	-	-	
A - Site Total	-	*3,500*	*3,500*	
	3,500	***3,500***	***3,500***	
Price Elementary School - Security				**Ongoing**
	13,498	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*12,621*	*12,621*	
	13,498	***13,498***	***13,498***	
Rio Hondo Elementary School - Marquee Sign				Complete
	96,939	-	-	
B - Planning Total	-	*9,330*	*8,393*	
C - Construction Total	-	*31,900*	*31,900*	
E - Inspection Total	-	*20,064*	*8,306*	
F - Furniture & Equipment Total	-	*35,645*	*35,645*	
	96,939	***96,939***	***84,244***	
Rio Hondo Elementary School - Modernization Phase 1				Complete
	3,553,384	-	-	
A - Site Total	-	*10,323*	*10,323*	
B - Planning Total	-	*381,816*	*381,816*	
C - Construction Total	-	*2,868,539*	*2,868,539*	
E - Inspection Total	-	*214,980*	*148,375*	
F - Furniture & Equipment Total	-	*77,726*	*77,726*	
	3,553,384	***3,553,384***	***3,486,779***	
Rio Hondo Elementary School - Modernization Phase 2				**Design - On Hold**
	64,346	-	-	
B - Planning Total	-	*64,346*	*46,346*	
	64,346	***64,346***	***46,346***	
Rio Hondo Elementary School - Security				**Ongoing**
	13,498	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*12,621*	*12,621*	
	13,498	***13,498***	***13,498***	
Rio San Gabriel Elementary School - Modernization Phase 1				**Design Complete - On Hold**
	378,471	-	-	
A - Site Total	-	*37,862*	*37,862*	
B - Planning Total	-	*318,687*	*318,687*	
C - Construction Total	-	*21,922*	*21,922*	
	378,471	***378,471***	***378,471***	
Rio San Gabriel Elementary School - Quick Start - Fencing				Complete
	38,967	-	-	
A - Site Total	-	*38,967*	*38,967*	
	38,967	***38,967***	***38,967***	
Rio San Gabriel Elementary School - Security				**Ongoing**
	16,393	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*15,516*	*15,516*	
	16,393	***16,393***	***16,393***	

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Unsworth Elementary School - Modernization Phase 1				**Design Complete - On Hold**
	370,202	-	-	
A - Site Total	-	*28,358*	*28,358*	
B - Planning Total	-	*341,844*	*250,859*	
F - Furniture & Equipment Total	-	-	-	
	370,202	***370,202***	***279,217***	
Unsworth Elementary School - Quick Start - Fencing				Complete
	101,262	-	-	
A - Site Total	-	*87,182*	*87,182*	
C - Construction Total	-	*14,080*	*14,080*	
	101,262	***101,262***	***101,262***	
Unsworth Elementary School - Quick Start - Paving				Complete
	26,500	-	-	
A - Site Total	-	*26,500*	*26,500*	
	26,500	***26,500***	***26,500***	
Unsworth Elementary School - Security				**Ongoing**
	16,656	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*15,779*	*15,779*	
	16,656	***16,656***	***16,656***	
Ward Elementary School - Modernization Phase 1				**Design - On Hold**
	197,443	-	-	
A - Site Total	-	*16,791*	*16,791*	
B - Planning Total	-	*180,652*	*180,652*	
	197,443	***197,443***	***197,443***	
Ward Elementary School - Security				**Ongoing**
	20,281	-	-	
B - Planning Total	-	*877*	*877*	
F - Furniture & Equipment Total	-	*19,404*	*19,404*	
	20,281	***20,281***	***20,281***	
Williams Elementary School - Modernization Phase 1				**Design Complete - On Hold**
	251,767	-	-	
A - Site Total	-	*31,824*	*31,824*	
B - Planning Total	-	*219,943*	*219,943*	
	251,767	***251,767***	***251,767***	
Williams Elementary School - Quick Start - Fencing				Complete
	80,567	-	-	
A - Site Total	-	*66,487*	*66,487*	
C - Construction Total	-	*14,080*	*14,080*	
	80,567	***80,567***	***80,567***	
Williams Elementary School - Security				**Ongoing**
	13,502	-	-	
B - Planning Total	-	*881*	*881*	
F - Furniture & Equipment Total	-	*12,621*	*12,621*	
	13,502	***13,502***	***13,502***	
Middle Schools				
Doty Middle School - Modernization Phase 1				**Construction**
	47,435,376	-	-	
A - Site Total	-	*68,026*	*68,026*	
B - Planning Total	-	*2,590,693*	*2,094,830*	
C - Construction Total	-	*32,453,735*	*3,949,189*	
E - Inspection Total	-	*569,129*	*33,332*	
	47,435,376	***35,681,583***	***6,145,377***	

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Doty Middle School - Security				**Ongoing**
	25,485	-	-	
F - Furniture & Equipment Total	-	*24,441*	*24,441*	
	25,485	***24,441***	***24,441***	
Griffiths Middle School - Griffiths Bungalows				**Construction**
	1,068,901	-	-	
B - Planning Total	-	*257,186*	*237,416*	
C - Construction Total	-	*811,715*	*772,394*	
	1,068,901	***1,068,901***	***1,009,810***	
Griffiths Middle School - Marquee Sign				**Complete**
	35,995	-	-	
A - Site Total	-	*14,750*	*14,750*	
B - Planning Total	-	*967*	*967*	
F - Furniture & Equipment Total	-	*20,278*	*20,278*	
	35,995	***35,995***	***35,995***	
Griffiths Middle School - Modernization Phase 1				**Construction**
	49,572,334	-	-	
A - Site Total	-	*105,104*	*68,516*	
B - Planning Total	-	*4,199,711*	*3,598,305*	
C - Construction Total	-	*40,420,534*	*21,245,169*	
E - Inspection Total	-	*1,598,793*	*786,498*	
F - Furniture & Equipment Total	-	*82,846*	*65,171*	
	49,572,334	***46,406,989***	***25,763,659***	
Griffiths Middle School - Playfield Repair				**Complete**
	70,335	-	-	
B - Planning Total	-	*70,335*	*70,335*	
	70,335	***70,335***	***70,335***	
Griffiths Middle School - Security				**Ongoing**
	22,560	-	-	
F - Furniture & Equipment Total	-	*22,560*	*22,560*	
	22,560	***22,560***	***22,560***	
Stauffer Middle School - Modernization Phase 1				**Construction**
	31,339,198	-	-	
A - Site Total	-	*63,234*	*63,234*	
B - Planning Total	-	*3,219,088*	*3,127,665*	
C - Construction Total	-	*26,688,115*	*24,535,660*	
E - Inspection Total	-	*1,049,221*	*893,151*	
F - Furniture & Equipment Total	-	*804,747*	*804,592*	
	31,824,406	***31,824,406***	***29,424,301***	
Stauffer Middle School - Modernization Phase 2 - Gym				**Design**
	7,288,138	-	-	
A - Site Total	-	*28,878*	*28,878*	
B - Planning Total	-	*805,700*	*566,672*	
	7,288,138	***834,578***	***595,550***	
Stauffer Middle School - Security				**Ongoing**
	15,351	-	-	
F - Furniture & Equipment Total	-	*15,351*	*15,351*	
	15,351	***15,351***	***15,351***	
Stauffer Middle School - Stauffer Bungalows				**Construction**
	2,000,000	-	-	
B - Planning Total	-	*19,151*	*19,151*	
C - Construction Total	-	*1,271,727*	*1,271,727*	
	2,000,000	***1,290,878***	***1,290,878***	

Downey Unified
SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Sussman Middle School - Modernization Phase 1				**Construction**
	54,075,464	-	-	
A - Site Total	-	*107,411*	*81,922*	
B - Planning Total	-	*4,261,508*	*3,711,268*	
C - Construction Total	-	*42,628,706*	*21,759,744*	
E - Inspection Total	-	*1,214,399*	*841,877*	
F - Furniture & Equipment Total	-	*25,587*	*25,587*	
	54,075,464	***48,237,611***	***26,420,398***	
Sussman Middle School - Security				**Ongoing**
	95,845	-	-	
F - Furniture & Equipment Total	-	*95,845*	*95,845*	
	95,845	***95,845***	***95,845***	
Sussman Middle School - Bungalows				**Construction**
	411,070	-	-	
B - Planning Total	-	*30,050*	*29,593*	
C - Construction Total	-	*381,020*	*381,020*	
	411,070	***411,070***	***410,613***	
High Schools				
Downey High School - Building D Conversion				Complete
	1,327,824	-	-	
A - Site Total	-	*952,299*	*952,299*	
B - Planning Total	-	*180,521*	*174,021*	
C - Construction Total	-	*53,563*	*51,568*	
E - Inspection Total	-	*133,598*	*124,498*	
F - Furniture & Equipment Total	-	*7,843*	*7,843*	
	1,327,824	***1,327,824***	***1,310,228***	
Downey High School - DHS Fence at Pool Parking				Complete
	12,330	-	-	
A - Site Total	-	*12,330*	*12,330*	
	12,330	***12,330***	***12,330***	
Downey High School - Downey HS Field Lighting & Scoreboards				Complete
	741,903	-	-	
A - Site Total	-	*6,930*	*6,930*	
B - Planning Total	-	*94,117*	*90,408*	
C - Construction Total	-	*546,585*	*546,585*	
E - Inspection Total	-	*50,009*	*23,148*	
F - Furniture & Equipment Total	-	*44,261*	*44,261*	
	741,903	***741,903***	***711,332***	
Downey High School - Locker Room Renovation				Complete
	9,657,236	-	-	
A - Site Total	-	*12,694*	*12,694*	
B - Planning Total	-	*370,631*	*370,631*	
C - Construction Total	-	*8,949,186*	*8,949,186*	
E - Inspection Total	-	*213,874*	*213,874*	
F - Furniture & Equipment Total	-	*110,851*	*110,851*	
	9,657,236	***9,657,236***	***9,657,236***	
Downey High School - Security				**Ongoing**
	642,161	-	-	
C - Construction Total	-	*10,136*	*10,136*	
F - Furniture & Equipment Total	-	*631,483*	*631,468*	
	642,161	***641,619***	***641,604***	

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Downey High School - Storage Building				Complete
	200,000	-	-	
C - Construction Total	-	200,000	200,000	
	200,000	**200,000**	**200,000**	
Warren High School - Aquatic Center Renovation				Complete
	3,961,911	-	-	
A - Site Total	-	12,438	12,438	
B - Planning Total	-	249,676	249,676	
C - Construction Total	-	3,551,702	3,551,702	
E - Inspection Total	-	131,317	131,317	
F - Furniture & Equipment Total	-	16,779	16,779	
	3,961,911	**3,961,911**	**3,961,911**	
Warren High School - Bear Park				Complete
	508,255	-	-	
A - Site Total	-	462,803	462,803	
B - Planning Total	-	34,655	34,655	
E - Inspection Total	-	10,797	10,797	
	508,255	**508,255**	**508,255**	
Warren High School - Career Tech				**Grant Proposal**
	28,500	-	-	
B - Planning Total	-	28,500	17,308	
	28,500	**28,500**	**17,308**	
Warren High School - Locker Room Renovation				Complete
	5,354,546	-	-	
A - Site Total	-	40,220	40,220	
B - Planning Total	-	57,019	57,019	
C - Construction Total	-	5,090,112	5,088,786	
E - Inspection Total	-	2,815	2,815	
F - Furniture & Equipment Total	-	164,380	164,380	
	5,354,546	**5,354,546**	**5,353,220**	
Warren High School - Security				**Ongoing**
	699,081	-	-	
A - Site Total	-	195,000	195,000	
C - Construction Total	-	10,136	10,136	
F - Furniture & Equipment Total	-	493,785	492,007	
	699,081	**698,921**	**697,143**	
Warren High School - Warren Field Lighting				Complete
	1,404,673	-	-	
A - Site Total	-	1,265,908	1,265,908	
B - Planning Total	-	101,174	101,174	
C - Construction Total	-	9,670	9,670	
E - Inspection Total	-	27,922	27,922	
	1,404,673	**1,404,673**	**1,404,673**	
Columbus High School - Paging System Upgrades				Complete
	163,066	-	-	
F - Furniture & Equipment Total	-	163,066	163,066	
	163,066	**163,066**	**163,066**	
Columbus High School - Security				**Ongoing**
	51,934	-	-	
C - Construction Total	-	4,750	4,750	
F - Furniture & Equipment Total	-	46,100	46,100	
	51,934	**50,850**	**50,850**	

Downey Unified SCHOOL DISTRICT

Measure 'O' Budgets, Commitments, and Expenditures
through 6/30/2020

Project Name / Budget Group	21.0 - Building Fund (Measure O) Budget	Commitments	Expenditures	Status
Community Day School - Day School Fencing				Complete
	21,600	-	-	
A - Site Total	-	6,200	6,200	
B - Planning Total	-	-	-	
C - Construction Total	-	15,400	15,400	
	21,600	**21,600**	**21,600**	
Other Sites				
Downey Adult School - Dental Training Classroom				Complete
	487,280	-	-	
B - Planning Total	-	39,087	39,087	
C - Construction Total	-	445,193	445,193	
E - Inspection Total	-	3,000	3,000	
	487,280	**487,280**	**487,280**	
Downey Adult School - Security				**Ongoing**
	9,429	-	-	
F - Furniture & Equipment Total	-	9,429	9,429	
	9,429	**9,429**	**9,429**	
Pace School - New Restrooms at Training Room				**On Hold**
	33,575	-	-	
B - Planning Total	-	33,575	33,575	
	33,575	**33,575**	**33,575**	
Pace School - Security				**Ongoing**
	18,107	-	-	
F - Furniture & Equipment Total	-	18,107	18,107	
	18,107	**18,107**	**18,107**	
Pace School - Training Room Renovation				Complete
	878,394	-	-	
B - Planning Total	-	53,830	53,830	
C - Construction Total	-	757,911	757,911	
F - Furniture & Equipment Total	-	66,653	66,653	
	878,394	**878,394**	**878,394**	
Various Sites - Security at Various Sites				**Ongoing**
	1,642,366	-	-	
F - Furniture & Equipment Total	-	58,158	31,950	
	1,642,366	**58,158**	**31,950**	
Facilities - Planning & Development				**Ongoing**
	13,517,197	-	-	
B - Planning Total	-	9,901,651	9,338,706	
C - Construction Total	-	440,477	440,477	
E - Inspection Total	-	-	-	
F - Furniture & Equipment Total	-	364,362	357,723	
	13,517,197	**10,706,490**	**10,136,905**	
Facilities - Security at District Office				**Ongoing**
	324,018	-	-	
B - Planning Total	-	12,707	12,707	
C - Construction Total	-	80,150	80,150	
F - Furniture & Equipment Total	-	228,483	224,857	
	324,018	**321,339**	**317,714**	
Totals	**248,000,000**	**215,759,554**	**139,671,787**	

CONCLUSION:
Eide Bailly audited expenditures and the audit did not reveal any items that were paid from the general obligation bond funds that did not comply with the purpose of the bonds that were approved by the registered voters of the District on November 4, 2014. In the Eide Bailly Summary, there were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

The audit report was accepted by the Citizens' Bond Oversight Committee at the January 25, 2021 meeting.

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

Supporting Documents

scan0695

Downey Unified School District

Office of the Superintendent

DATE: April 20, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: GIFT DONATIONS

ACTION ITEM

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

1. Donation of $1,000.00 in honor of Joe and Alberta Breit Memorial from Craig and Susan Breit, 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 Gangs Out Of Downey, to be used in support of the TLC Family Resource Center;

3. Donation of $250.00 in memory of Matilda Lopez from Claude and Teresa Bilodeau, to be used in support of the TLC Family Resource Center;

4. Donation of groceries from Downey Los Amigos Kiwanis, value determined by donor to be $200.00, to be used in support of the TLC Family Resource Center;

5. Donations of women's clothing, shoes and dishes from Gisselle Flores, value determined by donor to be $100.00, to be used in support of the TLC Family Resource Center;

6. Donation of a used TV from Lily Dussan, value determined by donor to be $100.00, to be used in support of the TLC Family Resource Center;

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

8. Donation of laundry kits, shampoo, conditioner and deodorant from Downey Rotary Club, value determined by donor to be $140.00, to be used in support of the TLC Family Resource Center;

9. Donation of $1,000.00 from Lewis Elementary School PTA, to be used in support of the TLC Family Resource Center;

10. Donation of toiletries (i.e. shampoo, conditioner and bar soap) from Melissa Villasenor-Galvan, value determined by donor to be $26.00, to be used in support of the TLC Family Resource Center;

11. Donation of a used child car seat from Debbie Jordan, value determined by donor to be $20.00, to be used in support of the TLC Family Resource Center;

12. Donation of 10,000 surgical face masks from Cesar Ruiz, value determined by donor to be $1,500.00, to be distributed equally to all schools within Downey Unified.

SUPERINTENDENT'S RECOMMENDATION:

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

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

Supporting Documents

scan0620

Downey Unified School District
Office of the Superintendent

DATE: April 20, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Reynaldo	Vargas	Program Administrator	2/23/2021 to 2/26/2021	NASP Virtual Conference	Virtual
Lauren	Davis	Occupational Therapist	2/24/2021 & 2/25/2021	School-Based Occup. Therapists & Assistants Conf.	Virtual
Elizabeth	Lopez	Occupational Therapist	2/24/2021 & 2/25/2021	School-Based Occup. Therapists & Assistants Conf.	Virtual
Leilua	Satele	Occupational Therapist	3/6/2021 & 3/7/2021	Occup. Therapy Assn. of Calif. Spring Symposium	Virtual
Maricela	Young	Occupational Therapist	3/6/2021 & 3/7/2021	Occup. Therapy Assn. of Calif. Spring Symposium	Virtual
Elvira	Calderon-Leyva	Senior Acct. Technician	3/8/2021	21-22 LCAP:A Focused Look at the New Templates	Virtual
Melissa	Canham	TOSA	3/10/2021 to 3/13/2021	Leadership Seminar - Math Professional Learning	Virtual
Veronica	Lizardi	Director	3/18/2021	Audit Training Webinar	Virtual
Christina	Danna-Tournay	Budget Financial Analyst	3/24/2021	CDE Workshop for LEAs on CARES Act & CRRSAA	Virtual
Muriel	Llamas	Sr. Clerical Asst.	4/9/2021 to 4/16/2021	Custody, Residency, Enrollment & Student Records	Virtual
Jayro	Roman	Administrator	4/9/2021 to 4/16/2021	Custody, Residency, Enrollment & Student Records	Virtual
Jose	Rodriguez	Board Member	4/14/2021, 4/21/2021, 4/28/2021 & 5/5/21	AALRR - New Board Member Training	Virtual
Linda	Saldana	Board Member	4/14/2021, 4/21/2021, 4/28/2021 & 5/5/21	AALRR - New Board Member Training	Virtual

SUPERINTENDENT'S RECOMMENDATION:

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

Downey Unified School District
Office of the Superintendent

DATE: April 20, 2021
TO: Board of Education
FROM: John A. Garcia, Jr., Ph.D., Superintendent

SUBJECT: CONFERENCE REQUESTS FROM OTHER THAN EMPLOYEES

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Michelle	Anaya	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Nataly	Argomaniz	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Valerie	Argomaniz	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Jessica	Cano	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Suleyma	Castillo	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Jennifer	Crowe	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Maria	Esquivel	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Olivia	Lucier	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Valeria	Pacheco	Vice Principal	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Laura	Quiroz	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Claudia	Rodarte	Principal	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Stephanie	Sandoval	Teacher	4/6/2021 to 4/8/2021	National Catholic Education Assn. Conf.	Virtual
St. Raymond Catholic School					
Kristina	Younger-Goodner	Vice Principal	4/25/2021 to 4/27/2021	Assn. of Christian Schools Internat. Leadershi	Seaside, OR
Calvary Chapel Christian School					

SUPERINTENDENT'S RECOMMENDATION:

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

II. 5. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from February 24, 2021 through April 5, 2021.

Supporting Documents

scan0621

DOWNEY UNIFIED SCHOOL DISTRICT

2020-21 PURCHASE ORDER LISTING FOR FEBRUARY 24, 2021 - April 5, 2021

	PREFIX	FROM	TO
FUND 01.0 GENERAL $3,408,943.88	PO1 PO2W PO3W	210000000025 210000000070 210000000692	210000000311 210000001465 210000002169
FUND 01.1 SELPA ADMIN UNIT $53,982.69	PO2W PO3W	210000001340 210000001865	210000001420 210000002122
FUND 01.2 SELPA SCHOOL $2,295.26	PO3W	210000002029	210000002050
FUND 11.0 ADULT $132,047.03	PO2W PO3W	210000001302 210000001672	210000001454 210000002157
FUND 13.0 CAFETERIA $4,006,588.65	CT PO1 PO2W PO3W	200000000002 210000000245 210000001373 210000001583	200000000002 210000000268 210000001392 210000002025
FUND 14.0 DEFERRED MAINTENANCE $886,100.71	PO2W PO3W	210000000678 210000001341	210000001457 210000001816
FUND 21.0 BOND MEASURE O $83,249,954.10	CT PO2W PO3W	200000000002 200000000462 210000001690	200000000018 210000001429 210000002075
FUND 40.2 SPECIAL RESERVE - TECHNOLOGY $42,989.20	PO2W PO3W	21000001234 210000001752	210000001234 210000001752

II. 6. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work performed by Classified Personnel, Adult School, and Food Services for the month of February 2021, covered by Payroll Orders issued through March 2021.

Supporting Documents

scan0622

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: April 20, 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 February 2021, covered by Payroll Orders issued through March 2021.

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #H1Q-N	146,586.60	1,259.77	2,614.14	2,805.89	103,671.01	
Reg. #H1Q-C	1,735.50					
Reg. #070-N	2,429.80					
Reg. #067-N	(4,206.37)					
Reg. #H1P-N	149,419.89	758.18	1,386.00	2,627.17	86,402.86	
Reg. #H1P-C	780.00					
Reg. #E4P-N		19,731.02			157.53	

TOTAL $518,158.99

II. 7. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20167948 and 20176372, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning March 1, 2021 and ending March 31, 2021.

Supporting Documents

scan0623

DOWNEY UNIFIED SCHOOL DISTRICT
Business Services

DATE: April 20, 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 March 1, 2021 and ending March 31, 2021:

General Fund (01.0)	Total	$5,052,791.41
SELPA Administrative Unit Fund (01.1)	Total	40,771.72
SELPA Programs Fund (01.2)	Total	119,132.38
SELPA Pass Through Fund (10.0)	Total	944,658.99
Adult Education Fund (11.0)	Total	95,726.04
Cafeteria Fund (13.0)	Total	869,091.93
Deferred Maintenance Fund (14.0)	Total	80,689.89
Building Fund (21.0)	Total	5,543,453.69
Special Reserve Technology Fund (40.2)	Total	1,157.00
Workers' Comp Self-Insurance Fund (67.1)	Total	110,235.38
Health & Welfare Self-Insurance Fund (67.2)	Total	1,854,393.48
Dental Care Self-Insurance Fund (67.3)	Total	255,400.06
Vision Care Self-Insurance Fund (67.4)	Total	28,451.63
Retirement Medical Self-Insurance Fund (67.5)	Total	15,709.71
Payroll Clearance Fund (76.0)	Total	1,500,138.11

II. 8. RATIFY the Community Development Block Grant Program Subrecipient Contract with the City of Downey to provide counseling and group support services through the 10-20 Club, Inc. for at-risk youth from July 1, 2020 through June 30, 2021.

Supporting Documents

scan0624

CITY OF DOWNEY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT CONTRACT

THIS SUBRECIPIENT CONTRACT ("CONTRACT") is made and entered into this 1st day of July, 2020 (the "Effective Date"), by and between City of Downey hereinafter called the "City," and DUSD – 10-20 Club, Inc., "Sub-Recipient." City and Sub-Recipient are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City has entered into a contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute City's Community Development Block Grant ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalog of Federal Domestic Assistance Number 14.218; and

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), City may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "sub-recipients") to be used by the sub-recipients to provide certain eligible services in connection with City's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, Sub-Recipient desires to participate in the CDBG Program as a Sub-Recipient by providing necessary services to enhance the quality of life for low- and moderate-income citizens in City; and

WHEREAS, City has approved the provision of CDBG Program funds to be used by Sub-Recipient to provide certain services (the "Project Services") as more particularly described in the Project Description and Project Budget attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Sub-Recipient represents and warrants to City that Sub-Recipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in Exhibit A; and

WHEREAS, Sub-Recipient represents and warrants to City that it shall provide the Project Services in accordance with the Project Budget as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

TERMS

1. CONTRACT. This Contract consists of this document and the attached Exhibits A and B.

2. CONTRACT ADMINISTRATION. City's City Manager ("City Manager") or his or her designee shall have full authority to act for City in the administration of this Contract consistent with the provisions contained herein.

3. SCOPE OF SERVICES. Sub-Recipient is to perform all the Project Services set forth in the Project Description in Exhibit A. Sub-Recipient shall perform all Project Services in accordance with this Contract, including the Recitals and Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4. TIME OF PERFORMANCE. The Project Services shall commence on the Effective Date and shall be completed no later than **June 30, 2021**.

5. COMPENSATION AND METHOD OF PAYMENT. For such performance of the Project Services, City shall reimburse Sub-Recipient an amount not to exceed the amounts indicated in the Project Budget listed in Exhibit A ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Project Budget listed in Exhibit A, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services. The Parties understand and agree that such reimbursement, if any, shall be conditioned upon City's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds of City.

   All requests for reimbursement shall be submitted monthly, on a form acceptable to City, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by Sub-Recipient for the Project Services ("Supporting Statements"), which

shall be submitted to City in such form acceptable to City in its sole and absolute discretion. Such Supporting Statement shall be submitted prior to any payment, in whole or in part, by City of the Reimbursement Amount.

6. BUDGET SECTION. Sub-Recipient may not exceed the amounts designated to be spent for the Project Services as outlined in the Project Budget in Exhibit A without prior written approval of City which shall be given or withheld in City's sole and absolute discretion.

7. COMPLIANCE WITH LAWS. Both Parties shall be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; 2 CFR Part 200 as applicable pursuant to 24 CFR 570.502; and City's Municipal Code. .
Sub-Recipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. Sub-Recipient shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, 24 CFR 570.600 *et seq.*, except that:

   (i) Sub-Recipient does not assume City's environmental responsibilities described at 24 CFR Part 570.604; and

   (ii) Sub-Recipient does not assume City's responsibility for initiating the review process under 24 CFR Part 52.

8. PROGRAM EVALUATION AND REVIEW. During the term of this Contract, and for a period of four (4) years thereafter, Sub-Recipient shall make available for inspection by authorized City personnel, Sub-Recipient's performance, financial and all other records, including but not limited to procurement, income documentation, and consultant contracts, pertaining to performance of this Contract, and shall allow authorized City personnel to inspect and monitor Sub-Recipient's facilities and program operations. Such monitoring may include interviewing Sub-Recipient staff and CDBG Program participants (beneficiaries), as required by City.

   Sub-Recipient shall submit all data necessary for City to complete the Consolidated Annual Performance and Evaluation Report ("CAPER"), on a form acceptable to City, for submission to HUD. The CAPER is part of the Five-Year Consolidated Plan ("Con Plan") which is submitted to HUD annually reporting on the progress City has made towards meeting the goals identified in the Con Plan and One-Year Annual Action Plan. Sub-Recipient also agrees to monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the City Manager, or their Designee.

9. NON-EXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall maintain a record for each item of non-expendable property acquired with CDBG Funds in connection with the Project Services. This record shall be made available to City upon City's reasonable notice and request. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Nonexpendable property includes tangible personal property, including, but not limited to, office equipment, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior written approval of City and otherwise comply with all applicable federal, state and local laws and regulations. Should this Contract be terminated or expire, City reserves the right to determine the final disposition of nonexpendable property acquired in connection with the Project Services with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of the nonexpendable property.

10. REVERSION OF ASSETS. Upon the expiration of this Contract, Sub-Recipient shall transfer to City any remaining CDBG Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG Program funds.

Any real property under Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be either:

(i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after termination or expiration of this Contract, or such longer period of time as is specified in Exhibit A; or

(ii) Not used in accordance with paragraph 10(i) above, in which event Sub-Recipient shall reimburse City an amount of the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 10 (i) of the Contract.

11. PURCHASE OR LEASE OF NONEXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property costing over Five Thousand Dollars ($5,000.00) per unit as approved in the Project Budget. Sub-Recipient shall purchase or lease from the lowest responsive and

responsible bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Sub-Recipient. This inventory shall be provided or made available to City upon request.

12. ACCOUNTING. All CDBG Program Funds received by Sub-Recipient from City pursuant to this Contract shall be maintained separate and apart from any other funds of Sub-Recipient or of any principal or member of Sub-Recipient in an account in a federally insured banking or savings and loan institution. Sub-Recipient must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. Additionally, Sub-Recipient shall comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Sub-Recipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Sub-Recipient shall allow a representative of City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

13. AFFIRMATIVE ACTION. In addition to Section 55 below, Sub-Recipient shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Sub-Recipient shall make every effort to employ lower income residents of City and shall keep a record of the positions that have been created directly as a result of this project.

14. CHANGES. City may, from time to time, request changes in the Project Services to be performed hereunder by Sub-Recipient. Such changes, including any increase or decrease in the amount of Sub-Recipient's Reimbursement Amount, must be agreed upon by and between City and Sub-Recipient in writing by amending Exhibit A, and shall be incorporated into this Contract.

15. CHANGES IN GRANT ALLOCATION. City reserves the right to reduce the allocation of CDBG Program funds to Sub-Recipient when City's fiscal monitoring indicates that Sub-Recipient's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with Sub-Recipient. Such changes shall be incorporated into this Contract by written amendments to Exhibit A.

16. CITIZEN PARTICIPATION. All program data as determined by City in its sole and absolute discretion to be necessary to provide reports to citizens of City will be made available by Sub-Recipient at City's request. Discussions between City and Sub-Recipient will be held often enough so that Sub-Recipient will be adequately apprised of citizen recommendations during the course of the program. Sub-Recipient representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the City Manager, or their Designee.

17. REVENUE DISCLOSURE REQUIREMENT. Upon City's request, Sub-Recipient shall file with City a written statement listing all revenue received, or expected to be received, by Sub-Recipient from Federal, State, or City sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Sub-Recipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the Project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Sub-Recipient shall make available for inspection and audit to City's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through City. All such books and records shall be maintained by Sub-Recipient at a location in Los Angeles County.

18. JOINT FUNDING. In addition to the requirements of Section 17 herein, for projects in which there are sources of funds in addition to CDBG Program funds, Sub-Recipient may be required to provide proof of such funding. City shall not reimburse Sub-Recipient for any costs incurred by Sub-Recipient which are paid with other funds.

19. ASSURANCES. Sub-Recipient hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, Sub-Recipient represents and warrants with respect to the Project Services specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570, as applicable. Sub-Recipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and

certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

20. NOTICES. All notices shall be served in writing. The notices to Sub-Recipient shall be sent to the following address

Darrell Jackson, Executive Director
10-20 Club, Inc.
8221 East 3rd Street
Downey, CA 90241

Notices, reports and statements to City shall be delivered or sent to the CDBG/HOME Consultant, or their Designee at:

City of Downey
Attn: Jessica Flores, Economic Development and Housing Manager
Community Development Department
11111 Brookshire Ave., Downey, CA 90241

Such notice shall be deemed made when personally delivered via email or when mailed, five (5) days after deposit in the U.S. Mail, first-class postage pre-paid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. Sub-Recipient shall not assign or transfer any interest in this Contract, whether by assignment, delegation or novation, without the prior express written consent of City. Any assignment, delegation or novation of the terms of this Contract without the prior written consent of City shall be null and void and shall constitute a material breach of this Contract.

22. TERMINATION/SUSPENSION. This Contract may be terminated for convenience in accordance with 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II at any time by either Party upon giving thirty (30) days' notice in writing to the other Party. City Manager, or their Designee, is hereby empowered to give said notice subject to ratification by the City Council of City.

City may immediately suspend or terminate this Contract if Sub-Recipient materially fails to comply with any term of this Contract, or the award which is the subject of this Contract whether stated in a federal statute or regulation, an assurance, in a State Plan or obligation, a Notice of Award, or elsewhere.

Further, City may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Sub-Recipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith, in accordance with the terms of this Contract, that have not been previously reimbursed, to the date of said termination, to the extent CDBG funds are available.

23. FISCAL LIMITATIONS. Both Parties acknowledge that the United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, City reserves the right to revise this Contract in order to take into account actions affecting CDBG Program funding. Notwithstanding the provisions of Section 22 herein, in the event of a CDBG funding reduction, City may: 1) reduce the budget of this Contract, as a whole or as to a cost category; 2) limit the right of Sub-Recipient's authority to commit and spend funds; or 3) restrict Sub-Recipient's use of both its uncommitted and its unspent funds.

Where HUD has directed or requested City to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the City Manager, or their Designee, may act for City in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the City Manager has reasonable grounds to question that Sub-Recipient has materially complied with the terms of this Contract, City Manager, or their Designee, may act for City in suspending the operation of this Contract for up to sixty (60) days, upon three (3) days notice to Sub-Recipient of their intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by City affect expenditures and legally binding commitments made by Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that Sub-Recipient is in compliance with the terms of this Contract.

24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Sub-Recipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

25. INDEMNIFICATION. Sub-Recipient shall defend, indemnify and hold City and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of Sub-Recipient, its officials, officers, employees, agents, consultants and

contractors arising out of the performance of the Project Services, for this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Sub-Recipient shall defend, at Sub-Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and its directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. Sub-Recipient shall reimburse City and its directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Sub-Recipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City and its directors, officials, officers, employees, volunteers or agents.

26. CONFLICT OF INTEREST. Sub-Recipient, its agents and employees shall comply with all applicable Federal, State, County and City laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611. Sub-Recipient covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Sub-Recipient hereunder.

Sub-Recipient will make available to its agents and employees copies of all applicable Federal, State, County and City laws and regulations governing conflict of interest with thirty (30) days from the Effective Date of this Contract.

27. DISCRIMINATION.

(i) Sub-Recipient represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, handicap, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition to Sub-Recipient's obligations under Sections 13 and 55, Sub-Recipient shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(ii) Sub-Recipient shall not discriminate on the ground of race, color, national origin or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination

under any program or activity related to the Project Services, or otherwise, whether in whole or in part with the CDBG Funds.

28. BUDGET MODIFICATIONS. The City Manager or their Designee, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, provided the modifications do not exceed the total amount of compensation under this Contract.

29. TIME OF PERFORMANCE MODIFICATIONS. The City Manager or their Designee, may within his or her sole and absolute discretion grant time of performance modifications to this Contract when such modifications:

(a) Are specifically requested by Sub-Recipient;

(b) Will not change the project goals or Project Services (Exhibit A);

(c) Are in the best interests of City and Sub-Recipient in performing the Project Services under this Contract; and

(d) Do not alter the amount of compensation under this Contract.

30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Sub-Recipient agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal agencies, it shall be responsible for complying with such exceptions and reimbursing City the full amount of City's liability to such appropriate State and Federal agency resulting from such audit exceptions.

31. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Sub-Recipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Sub-Recipient pursuant to this Contract.

32. AMENDMENTS/VARIATIONS. This Contract, with Recitals, Exhibits and attachments, embodies the whole of the agreement of the Parties hereto and supersedes all prior negotiations, understandings or agreements. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.

33. ACQUISITION OF SUPPLIES AND EQUIPMENT. Sub-Recipient may purchase necessary supplies and equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from City; (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by City; (c) a community related benefit is derived from such Sub-Recipient related acquisition; and (d) no conflict of interest for private gain accrues to Sub-Recipient or its employees, agents or officers.

34. MONITORING AND EVALUATION. City will monitor, evaluate and provide guidance to Sub-Recipient in the performance of this Contract. Authorized representatives of City and HUD shall have the right of access to all activities and facilities operated by Sub-Recipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Sub-Recipient will ensure the cooperation of its staff and board members in such efforts. The City Manager or their Designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

35. AUDIT. Sub-Recipient's program will be audited in accordance with City's policy and funding source guidelines. Sub-Recipient acknowledges that audits may also be conducted by Federal, State or local funding source agencies and shall comply with the audit requirements of such agencies, including but not limited to including but not limited to 2 CFR Part 200 Subpart F. City or its authorized representatives shall, at all times during the term of this Contract and for a period of four (4) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Sub-Recipient. Sub-Recipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Sub-Recipient's program. A financial audit of Sub-Recipient's performance under this Contract shall be conducted at City's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause City to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's Project Budget.

Should the special audit confirm misappropriation or misapplication of funds, Sub-Recipient shall reimburse City within thirty (30) days. In the event City uses the judicial system to recover the funds, Sub-Recipient shall reimburse City its legal fees and court costs in addition to awards.

36. INSURANCE AND BONDING. Without limiting Sub-Recipient's indemnification of City, Sub-Recipient shall provide and maintain at its own expense during the term of this Contract a program of insurance satisfactory to City's Risk Manager covering it operations hereunder as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference. Additionally, Sub-Recipient shall comply with the bonding requirements of 2 CFR Part 200.325, if applicable.

37. FAILURE TO PROCURE INSURANCE. Failure on the part of Sub-Recipient to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by City shall be repaid by Sub-Recipient to City upon demand or City may offset the cost of the premiums against any monies due to Sub-Recipient from City.

38. PROGRAM INCOME. City reserves the right to determine the disposition of any Program Income, as described in 24 CFR Part 570.504 (c), accumulated under the Project Services set forth in Exhibit A. Sub-Recipient shall be entitled to utilize, during the Contract duration, any Program Income generated from the Project Services, as set forth in Exhibit A, specifically and exclusively for the CDBG eligible Project Services and no other expense of Sub-Recipient. Sub-Recipient shall only use the program income generated under the following conditions: (1) all of the terms and conditions of this Contract shall continue in full force and effect for all Program Income generated; (2) the request for grant funds by Sub-Recipient under this Contract shall be adjusted according to 24 CFR Section 570.504 (b)(2)(i) and (ii); (3) all Program Income shall be used by Sub-Recipient for immediate cash needs for Project Services and shall be reported to City on a monthly basis; (4) any Program Income on hand with Sub-Recipient when this Contract terminates, or received after the Contract's termination, shall be returned to City; and (5) all Program Income received and expended shall be recorded in Sub-Recipient's accounting records and included in each audit.

39. FINANCIAL CLOSEOUT PERIOD. Sub-Recipient agrees to complete all necessary financial closeout procedures required by the City Manager or their Designee, within a period of not more than fifteen (15) calendar days from the expiration date of this Contract. This time period will be referred to as the Financial Closeout period. Activities during this period shall include,

but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances and accounts receivable to City), and determining the custodianship of records. City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the Financial Closeout period. After the expiration of the Financial Closeout period, those funds not paid to Sub-Recipient under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in City. The City Manager, or their Designee, may request a final financial audit for activities performed under this Contract at the expiration of the Financial Closeout period.

40. NEPOTISM. Sub-Recipient shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Sub-Recipient. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Sub-Recipient.

41. RELIGIOUS AND POLITICAL ACTIVITIES. Sub-Recipient agrees that funds granted by City under this Contract will be used exclusively for performance of the Project Services required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Sub-Recipient agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract, as required under 24 CFR Section 570.200(j). Furthermore, Sub-Recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

42. STAFF TRAVEL. Sub-Recipient shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of City.

43. USE OF FUNDS. All funds approved and allocated to Sub-Recipient under this Contract shall be used solely for costs approved in the Project Budget in Exhibit A. Contract funds shall not be used as cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source.

44. REPORTS AND RECORDS. Sub-Recipient agrees to maintain, prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City and Federal regulations, including but not limited to 24 CFR 570.506. Program progress reports shall be submitted on a quarterly basis, in the form specified by the City Manager or their Designee. Sub-Recipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Contract CDBG funds during the term of this Contract and for a period of four (4) years thereafter. Sub-Recipient will ensure that its employees and board members furnish such information which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City or granting agency directives, or with the effectiveness, legality and achievements of the program.

45. EXPENDITURES. Expenditures made by Sub-Recipient in the operation of this Contract shall be in strict compliance and conformity with the Project Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from City Manager or their Designee.

46. FEDERAL LOBBYIST REQUIREMENTS. Sub-Recipient is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and 2 CFR Part 200, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Sub-Recipient must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Sub-Recipient will comply with the Lobbyist Requirements.

Failure on the part of Sub-Recipient or persons/subcontractors acting on behalf of Sub-Recipient to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

47. LOBBYING CERTIFICATION. The following is applicable to projects utilizing funds received from the **2020-2021** allocations.

The undersigned certify, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

48. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, Sub-Recipient certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

49. DRUG-FREE WORKPLACE. Sub-Recipient agrees to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about -

a. The dangers of drug abuse in the workplace;
b. Sub-Recipient's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;

(4) Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notifying City in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

50 PROJECT LOCATION(S). The site(s) for the Performance of Work in connection with the specific grant is/are;

10-20 Club, Inc.
8221 East 3rd Street
Downey, CA 90241

51 RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. City acknowledges that Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG Program funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Sub-Recipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Sub-Recipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

Sub-Recipient agrees to comply with the (a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Sub-Recipient shall comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

52. PROPERTY MAINTENANCE STANDARDS. Sub-Recipient represents and warrants that sufficient property maintenance shall be provided to the facility where Project Services are being provided. Property maintenance includes,

but is not limited to, removal of trash and debris, graffiti abatement, landscaping and maintenance of appropriate physical appearance.

53. SECTION 3. In accordance with the Housing and Urban Development Act of 1968, Sub-Recipient and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135.

54. AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. Sub-Recipient shall comply with the ADA.

55. CIVIL RIGHTS.

A. Civil Rights

1. Compliance

Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub-Recipient agrees to

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that City and the United States are beneficiaries of and entitled to enforce such covenants. Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. City shall provide Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

Sub-Recipient agrees that it shall be committed to carry out pursuant to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965 and subsequently amended. City shall provide Affirmative Action guidelines to Sub-Recipient to assist in the formulation of such program. Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

Sub-Recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority

and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Sub-Recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action

Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Sub-Recipient will include these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Labor Standards

Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Sub-Recipient shall maintain documentation which demonstrates compliance with hour and

wages requirements of this part. Such documentation shall be made available to City for review upon request.

Sub-Recipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by City pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Sub-Recipient of its obligation, if any, to require payment of the higher wage. Sub-Recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $10,000.00.

56. ENVIRONMENTAL CONDITIONS

A. Air and Water

Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

-Clean Air Act, 42 U.S.C., 7401, et seq.
-Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 1251 and Section 1318, and all regulations and guidelines issued thereunder.
-Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
-National Environmental Policy Act of 1969.
-HUD Environmental Review Procedures (24 CFR, Part 58).
-California Environmental quality Act of 1974.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

57. CONFIDENTIALITY OF REPORTS. Sub-Recipient shall keep confidential all reports, information and data received, prepared or assembled pursuant to the performance of the Contract. Such materials shall not be made available to any person, firm, corporation or entity without the prior written consent of City. Such materials shall not, without prior written consent of City, be used by Sub-Recipient for any purposes other than the performance of the Project Services.

58. SAFETY STANDARDS AND ACCIDENT PREVENTION. Sub-Recipient shall comply with all applicable federal, state local laws, rules and regulations governing safety, health and sanitation. Sub-Recipient shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Sub-Recipient shall provide all safe guard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

59. SEVERABILITY. In the event that any provision contained in this Contract is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

60. INTERPRETATION. No provision of this Contract is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both Parties hereto.

61. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

62. TERMINATION FOR IMPROPER CONSIDERATION. In addition to the provisions of Section 22, City may, by written notice to Sub-Recipient, immediately terminate the right of Sub-Recipient to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Sub-Recipient, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to Sub-Recipient's performance pursuant to the Contract. In the event of such termination, City shall be entitled to pursue the same remedies against Sub-Recipient as it could pursue in the event of default by Sub-Recipient.

63. ENTIRE CONTRACT/INCORPORATION. This Contract constitutes the entire understanding and agreement of the Parties. The Recitals, the Exhibits, and other attachments constitute a material part of this Contract and are hereby incorporated herein by reference as though fully set forth herein.

64. ATTORNEYS' FEES. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party by reason of any breach of any of the terms or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Contract, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover all costs and expenses of suit or claim, including attorneys' fees.

65. BENEFIT. The terms of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

66. COUNTERPARTS. This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

67. LAWS GOVERNING THIS CONTRACT. This Contract shall be governed by and construed in accordance with the laws of the State of California, all applicable federal statutes and regulations as amended, and all applicable local laws.

68. NO THIRD PARTY BENEFICIARIES. The performance of City's and Sub-Recipient's respective obligations under this Contract are not intended to benefit any Party other than City and Sub-Recipient, except as expressly provided otherwise herein.

69. USE OF RECYCLED-CONTENT PAPER PRODUCTS. To the extent practicable, Sub-Recipient is encouraged to reduce the amount of solid waste deposited at the County landfills, Sub-Recipient agrees to use recycled-content paper to the maximum extent possible on the Project.

IN WITNESS WHEREOF, the City Council of City has caused this Contract to be subscribed by the City Manager or their Designee, and Sub-Recipient has subscribed the same through its authorized officers, the day, month and year first above written.

CITY OF DOWNEY:

By: _____
Gilbert A. Livas
City Manager

Date: 7-1-20

SUB-RECIPIENT:
10-20 Club, Inc.

By: _____
John A. Garcia, Jr.
Superintendent

Date: 7-1-20

By: _____
Yvette M. Abich Garcia
City Attorney

Date: 7-1-20

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Exhibit A: Program Description

Program: Gangs Out of Downey

Subrecipient: 10-20 Club, Inc.

Description:
Through collaboration with the City of Downey and the Downey Unified School District, 10-20 Club, Inc. provides outreach and gang intervention services to youth in Downey who are at-risk for gangs. The targeted population is youth ages 10-20 years old. In addition to gang intervention services, 10-20 Club, Inc. provides Drug and Alcohol Diversion, Anger Management Awareness, Parenting Support Group, Individual Counseling, and Community Service.

Eligibility:		Budget:	
HUD Matrix Code:	05D Youth Services	Personnel Costs:	$20,800.00
Eligibility Citation:	570.201(e)	Non-Personnel Costs:	$ 0.00
National Objective:	Low Mod Clientele 570.208(a)(2)(i)(B)	Total CDBG:	$ 20,800.00

Accomplishment Goals:	Implementation Schedule:	
130 People	Start Date:	07/01/2020
	End Date:	06/30/2021

Location / Service Area / Beneficiaries:	Administered By:
Available to beneficiaries throughout the City? Yes Help the homeless? No	Darrell Jackson, Executive Director Gang Intervention for At-Risk Youth 8221 East 3rd Street Downey, CA 90241
Help persons with HIV / AIDS? No Help persons with Special Needs? No	Darrell Jackson Executive Director

Special Provisions

National Objective - Low- and Moderate-Income Limited Clientele – Family Size and Income:
Pursuant to 570.208(a)(2)(i)(B), the Program serves clientele whose family income does not exceed 80 percent of area median income adjusted for family size based on the current income limits published by the U.S. Department of Housing and Urban Development. Subrecipient shall collect source documentation for each client family to substantiate family composition, size and the income of all adult family members. Such documentation should include, as appropriate, copies of three (3) recent consecutive paycheck stubs, Federal Income Tax Returns filed within the last year, copies of letters from the Social Security Administration or a public benefit or welfare provider showing gross amounts received by the household, bank statements showing direct deposits, pension checks or statements, court decrees establishing child support or spousal support payments, or other form(s) of third party source documentation of income.

Non-Personnel Costs:
Non-Personnel Costs shall be supported by appropriate procurement in accordance with 2 CFR § 200.320. For purchases other than supplies or equipment, contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Personnel Costs:
Personnel Costs shall be supported by appropriate payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

Submittal of Invoices:
Invoices (requests for reimbursement of grant funds for costs incurred in accordance with this Contract and the CDBG regulations) may be submitted to the City on a monthly or quarterly basis within 10 calendar days of the end of the month/quarter. Invoices must be accompanied by appropriate supporting documentation to substantiate the reimbursement. For non-personnel costs, supporting documentation shall include, at a minimum, a written description of the cost such as an invoice or receipt, proof of payment, documentation that an appropriate procurement was conducted and that an appropriate contract was executed (as applicable).

Submittal of Quarterly Performance Reports:
The Subrecipient shall submit Quarterly Performance Reports on a form acceptable to the City by the 10th day of the month following each quarter. For the purpose of this agreement, the first quarter shall be July 1-September 30, the second quarter shall be October 1-December 31, the third quarter shall be January 1-March 31 and the fourth quarter shall be April 1-June 30. Failure to submit Quarterly Performance Reports by the 10th day of the month following a quarter is considered a Delinquency. The first Delinquency will result in the issuance of a letter from the City to the Subrecipient indicating that the submittal is delinquent. A second Delinquency will result in a written finding of non-compliance with this Contract issued from the City to the Subrecipient. A third Delinquency will result in the issuance of a notification to the City Council indicating Subrecipient's non-compliance with the contract. Such notification to the City Council may also include a recommendation to suspend or terminate the Contract. Such a recommendation may also result in the disallowance of funds previously paid to Subrecipient and/or a loss of remaining grant funds.

Retention of Financial Records:
The Operating Department/Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the City to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: 1) A double-entry General Ledger that supports the costs charged to the CDBG Program; 2) Records documenting procurement of goods and services; 3) Contracts for goods or services; 4) Lease or Rental Agreements; 5) Invoices; 6) Billing Statements; 7) Cancelled Checks; 8) Timecards signed by employees and supervisors; 9) Personnel Authorization Records; 10) Payroll Registers; 11) Payroll Tax Records; 12) Bank Statements; 13) Bank Reconciliations; and 14) Documentation to support the allocation of costs.

Certification:
By signing below, I acknowledge that I have read and understand all of the special conditions listed above. Furthermore, I acknowledge that failure to comply with the conditions listed may require the repayment of the funds received and/or forfeit receiving future Community Development Block Grant (CDBG) funds.

7-1-20

John A. Garcia Jr.
Superintendent

Date

II. 9. RATIFY the Community Development Block Grant Program Subrecipient Grant Agreement with the City of Downey and the Downey Unified School District - TLC Family Resource Center to provide services to enhance the quality of life for low- and moderate-income citizens in the community from July 1, 2020 through June 30, 2021.

Supporting Documents

scan0626

CITY OF DOWNEY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT CONTRACT

THIS SUBRECIPIENT CONTRACT ("CONTRACT") is made and entered into this 1st day of July, 2020 (the "Effective Date"), by and between City of Downey hereinafter called the "City," and Downey Unified School District – TLC Family Resource Center "Sub-Recipient." City and Sub-Recipient are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City has entered into a contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute City's Community Development Block Grant ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalog of Federal Domestic Assistance Number 14.218; and

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), City may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "sub-recipients") to be used by the sub-recipients to provide certain eligible services in connection with City's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, Sub-Recipient desires to participate in the CDBG Program as a Sub-Recipient by providing necessary services to enhance the quality of life for low- and moderate-income citizens in City; and

WHEREAS, City has approved the provision of CDBG Program funds to be used by Sub-Recipient to provide certain services (the "Project Services") as more particularly described in the Project Description and Project Budget attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Sub-Recipient represents and warrants to City that Sub-Recipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in Exhibit A; and

WHEREAS, Sub-Recipient represents and warrants to City that it shall provide the Project Services in accordance with the Project Budget as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

TERMS

1. CONTRACT. This Contract consists of this document and the attached Exhibits A and B.

2. CONTRACT ADMINISTRATION. City's Director of Community Development ("Director") or his or her designee shall have full authority to act for City in the administration of this Contract consistent with the provisions contained herein.

3. SCOPE OF SERVICES. Sub-Recipient is to perform all the Project Services set forth in the Project Description in Exhibit A. Sub-Recipient shall perform all Project Services in accordance with this Contract, including the Recitals and Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4. TIME OF PERFORMANCE. The Project Services shall commence on the Effective Date and shall be completed no later than **June 30, 2021**.

5. COMPENSATION AND METHOD OF PAYMENT. For such performance of the Project Services, City shall reimburse Sub-Recipient an amount not to exceed the amounts indicated in the Project Budget listed in Exhibit A ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Project Budget listed in Exhibit A, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services. The Parties understand and agree that such reimbursement, if any, shall be conditioned upon City's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds of City.

   All requests for reimbursement shall be submitted monthly, on a form acceptable to City, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by Sub-Recipient for the Project Services ("Supporting Statements"), which

shall be submitted to City in such form acceptable to City in its sole and absolute discretion. Such Supporting Statement shall be submitted prior to any payment, in whole or in part, by City of the Reimbursement Amount.

6. BUDGET SECTION. Sub-Recipient may not exceed the amounts designated to be spent for the Project Services as outlined in the Project Budget in Exhibit A without prior written approval of City which shall be given or withheld in City's sole and absolute discretion.

7. COMPLIANCE WITH LAWS. Both Parties shall be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; 2 CFR Part 200 as applicable pursuant to 24 CFR 570.502; and City's Municipal Code. .
Sub-Recipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. Sub-Recipient shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, 24 CFR 570.600 *et seq.*, except that:

   (i) Sub-Recipient does not assume City's environmental responsibilities described at 24 CFR Part 570.604; and

   (ii) Sub-Recipient does not assume City's responsibility for initiating the review process under 24 CFR Part 52.

8. PROGRAM EVALUATION AND REVIEW. During the term of this Contract, and for a period of four (4) years thereafter, Sub-Recipient shall make available for inspection by authorized City personnel, Sub-Recipient's performance, financial and all other records, including but not limited to procurement, income documentation, and consultant contracts, pertaining to performance of this Contract, and shall allow authorized City personnel to inspect and monitor Sub-Recipient's facilities and program operations. Such monitoring may include interviewing Sub-Recipient staff and CDBG Program participants (beneficiaries), as required by City.

Sub-Recipient shall submit all data necessary for City to complete the Consolidated Annual Performance and Evaluation Report ("CAPER"), on a form acceptable to City, for submission to HUD. The CAPER is part of the Five-Year Consolidated Plan ("Con Plan") which is submitted to HUD annually reporting on the progress City has made towards meeting the goals identified in the Con Plan and One-Year Annual Action Plan. Sub-Recipient also agrees to monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the Director, or their Designee.

9. NON-EXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall maintain a record for each item of non-expendable property acquired with CDBG Funds in connection with the Project Services. This record shall be made available to City upon City's reasonable notice and request. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Nonexpendable property includes tangible personal property, including, but not limited to, office equipment, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior written approval of City and otherwise comply with all applicable federal, state and local laws and regulations. Should this Contract be terminated or expire, City reserves the right to determine the final disposition of nonexpendable property acquired in connection with the Project Services with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of the nonexpendable property.

10. REVERSION OF ASSETS. Upon the expiration of this Contract, Sub-Recipient shall transfer to City any remaining CDBG Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG Program funds.

Any real property under Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be either:

(i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after termination or expiration of this Contract, or such longer period of time as is specified in Exhibit A; or

(ii) Not used in accordance with paragraph 10(i) above, in which event Sub-Recipient shall reimburse City an amount of the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 10 (i) of the Contract.

11. PURCHASE OR LEASE OF NONEXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property costing over Five Thousand Dollars ($5,000.00) per unit as approved in the Project Budget. Sub-Recipient shall purchase or lease from the lowest responsive and

responsible bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Sub-Recipient. This inventory shall be provided or made available to City upon request.

12. ACCOUNTING. All CDBG Program Funds received by Sub-Recipient from City pursuant to this Contract shall be maintained separate and apart from any other funds of Sub-Recipient or of any principal or member of Sub-Recipient in an account in a federally insured banking or savings and loan institution. Sub-Recipient must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. Additionally, Sub-Recipient shall comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Sub-Recipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Sub-Recipient shall allow a representative of City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

13. AFFIRMATIVE ACTION. In addition to Section 55 below, Sub-Recipient shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Sub-Recipient shall make every effort to employ lower income residents of City and shall keep a record of the positions that have been created directly as a result of this project.

14. CHANGES. City may, from time to time, request changes in the Project Services to be performed hereunder by Sub-Recipient. Such changes, including any increase or decrease in the amount of Sub-Recipient's Reimbursement Amount, must be agreed upon by and between City and Sub-Recipient in writing by amending Exhibit A, and shall be incorporated into this Contract.

15. CHANGES IN GRANT ALLOCATION. City reserves the right to reduce the allocation of CDBG Program funds to Sub-Recipient when City's fiscal monitoring indicates that Sub-Recipient's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with Sub-Recipient. Such changes shall be incorporated into this Contract by written amendments to Exhibit A.

16. CITIZEN PARTICIPATION. All program data as determined by City in its sole and absolute discretion to be necessary to provide reports to citizens of City will be made available by Sub-Recipient at City's request. Discussions between City and Sub-Recipient will be held often enough so that Sub-Recipient will be adequately apprised of citizen recommendations during the course of the program. Sub-Recipient representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Director, or their Designee.

17. REVENUE DISCLOSURE REQUIREMENT. Upon City's request, Sub-Recipient shall file with City a written statement listing all revenue received, or expected to be received, by Sub-Recipient from Federal, State, or City sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Sub-Recipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the Project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Sub-Recipient shall make available for inspection and audit to City's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through City. All such books and records shall be maintained by Sub-Recipient at a location in Los Angeles County.

18. JOINT FUNDING. In addition to the requirements of Section 17 herein, for projects in which there are sources of funds in addition to CDBG Program funds, Sub-Recipient may be required to provide proof of such funding. City shall not reimburse Sub-Recipient for any costs incurred by Sub-Recipient which are paid with other funds.

19. ASSURANCES. Sub-Recipient hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, Sub-Recipient represents and warrants with respect to the Project Services specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570, as applicable. Sub-Recipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and

certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

20. NOTICES. All notices shall be served in writing. The notices to Sub-Recipient shall be sent to the following address

Jennifer Robbins, Director, Elementary Education
Downey Unified School District
TLC Family Resource Center
13220 Bellflower Blvd.
Downey, CA 90242

Notices, reports and statements to City shall be delivered or sent to the CDBG/HOME Consultant, or their Designee at:

City of Downey
Attn: Jessica Flores, Economic Development and Housing Manager
Community Development Department
11111 Brookshire Ave., Downey, CA 90241

Such notice shall be deemed made when personally delivered via email or when mailed, five (5) days after deposit in the U.S. Mail, first-class postage pre-paid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. Sub-Recipient shall not assign or transfer any interest in this Contract, whether by assignment, delegation or novation, without the prior express written consent of City. Any assignment, delegation or novation of the terms of this Contract without the prior written consent of City shall be null and void and shall constitute a material breach of this Contract.

22. TERMINATION/SUSPENSION. This Contract may be terminated for convenience in accordance with 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II at any time by either Party upon giving thirty (30) days' notice in writing to the other Party. Director, or their Designee, is hereby empowered to give said notice subject to ratification by the City Council of City.

City may immediately suspend or terminate this Contract if Sub-Recipient materially fails to comply with any term of this Contract, or the award which is the subject of this Contract whether stated in a federal statute or regulation, an assurance, in a State Plan or obligation, a Notice of Award, or elsewhere.

Further, City may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Sub-Recipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith, in accordance with the terms of this Contract, that have not been previously reimbursed, to the date of said termination, to the extent CDBG funds are available.

23. FISCAL LIMITATIONS. Both Parties acknowledge that the United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, City reserves the right to revise this Contract in order to take into account actions affecting CDBG Program funding. Notwithstanding the provisions of Section 22 herein, in the event of a CDBG funding reduction, City may: 1) reduce the budget of this Contract, as a whole or as to a cost category; 2) limit the right of Sub-Recipient's authority to commit and spend funds; or 3) restrict Sub-Recipient's use of both its uncommitted and its unspent funds.

Where HUD has directed or requested City to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Director, or their Designee, may act for City in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Director has reasonable grounds to question that Sub-Recipient has materially complied with the terms of this Contract, Director, or their Designee, may act for City in suspending the operation of this Contract for up to sixty (60) days, upon three (3) days notice to Sub-Recipient of their intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by City affect expenditures and legally binding commitments made by Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that Sub-Recipient is in compliance with the terms of this Contract.

24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Sub-Recipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

25. INDEMNIFICATION. Sub-Recipient shall defend, indemnify and hold City and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of Sub-Recipient, its officials, officers, employees, agents, consultants and

contractors arising out of the performance of the Project Services, for this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Sub-Recipient shall defend, at Sub-Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and its directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. Sub-Recipient shall reimburse City and its directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Sub-Recipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City and its directors, officials, officers, employees, volunteers or agents.

26. CONFLICT OF INTEREST. Sub-Recipient, its agents and employees shall comply with all applicable Federal, State, County and City laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611. Sub-Recipient covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Sub-Recipient hereunder.

Sub-Recipient will make available to its agents and employees copies of all applicable Federal, State, County and City laws and regulations governing conflict of interest with thirty (30) days from the Effective Date of this Contract.

27. DISCRIMINATION.

(i) Sub-Recipient represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, handicap, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition to Sub-Recipient's obligations under Sections 13 and 55, Sub-Recipient shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(ii) Sub-Recipient shall not discriminate on the ground of race, color, national origin or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination

under any program or activity related to the Project Services, or otherwise, whether in whole or in part with the CDBG Funds.

28. BUDGET MODIFICATIONS. The Director or their Designee, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, provided the modifications do not exceed the total amount of compensation under this Contract.

29. TIME OF PERFORMANCE MODIFICATIONS. The Director or their Designee, may within his or her sole and absolute discretion grant time of performance modifications to this Contract when such modifications:

(a) Are specifically requested by Sub-Recipient;

(b) Will not change the project goals or Project Services (Exhibit A);

(c) Are in the best interests of City and Sub-Recipient in performing the Project Services under this Contract; and

(d) Do not alter the amount of compensation under this Contract.

30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Sub-Recipient agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal agencies, it shall be responsible for complying with such exceptions and reimbursing City the full amount of City's liability to such appropriate State and Federal agency resulting from such audit exceptions.

31. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Sub-Recipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Sub-Recipient pursuant to this Contract.

32. AMENDMENTS/VARIATIONS. This Contract, with Recitals, Exhibits and attachments, embodies the whole of the agreement of the Parties hereto

and supersedes all prior negotiations, understandings or agreements. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.

33. ACQUISITION OF SUPPLIES AND EQUIPMENT. Sub-Recipient may purchase necessary supplies and equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from City; (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by City; (c) a community related benefit is derived from such Sub-Recipient related acquisition; and (d) no conflict of interest for private gain accrues to Sub-Recipient or its employees, agents or officers.

34. MONITORING AND EVALUATION. City will monitor, evaluate and provide guidance to Sub-Recipient in the performance of this Contract. Authorized representatives of City and HUD shall have the right of access to all activities and facilities operated by Sub-Recipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Sub-Recipient will ensure the cooperation of its staff and board members in such efforts. The Director or their Designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

35. AUDIT. Sub-Recipient's program will be audited in accordance with City's policy and funding source guidelines. Sub-Recipient acknowledges that audits may also be conducted by Federal, State or local funding source agencies and shall comply with the audit requirements of such agencies, including but not limited to including but not limited to 2 CFR Part 200 Subpart F. City or its authorized representatives shall, at all times during the term of this Contract and for a period of four (4) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Sub-Recipient. Sub-Recipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Sub-Recipient's program. A financial audit of Sub-Recipient's performance under this Contract shall be conducted at City's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause City to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's Project Budget. Should the special audit confirm misappropriation or misapplication of funds, Sub-Recipient shall reimburse City within thirty (30) days. In the event City

uses the judicial system to recover the funds, Sub-Recipient shall reimburse City its legal fees and court costs in addition to awards.

36. INSURANCE AND BONDING. Without limiting Sub-Recipient's indemnification of City, Sub-Recipient shall provide and maintain at its own expense during the term of this Contract a program of insurance satisfactory to City's Risk Manager covering it operations hereunder as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference. Additionally, Sub-Recipient shall comply with the bonding requirements of 2 CFR Part 200.325, if applicable.

37. FAILURE TO PROCURE INSURANCE. Failure on the part of Sub-Recipient to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by City shall be repaid by Sub-Recipient to City upon demand or City may offset the cost of the premiums against any monies due to Sub-Recipient from City.

38. PROGRAM INCOME. City reserves the right to determine the disposition of any Program Income, as described in 24 CFR Part 570.504 (c), accumulated under the Project Services set forth in Exhibit A. Sub-Recipient shall be entitled to utilize, during the Contract duration, any Program Income generated from the Project Services, as set forth in Exhibit A, specifically and exclusively for the CDBG eligible Project Services and no other expense of Sub-Recipient. Sub-Recipient shall only use the program income generated under the following conditions: (1) all of the terms and conditions of this Contract shall continue in full force and effect for all Program Income generated; (2) the request for grant funds by Sub-Recipient under this Contract shall be adjusted according to 24 CFR Section 570.504 (b)(2)(i) and (ii); (3) all Program Income shall be used by Sub-Recipient for immediate cash needs for Project Services and shall be reported to City on a monthly basis; (4) any Program Income on hand with Sub-Recipient when this Contract terminates, or received after the Contract's termination, shall be returned to City; and (5) all Program Income received and expended shall be recorded in Sub-Recipient's accounting records and included in each audit.

39. FINANCIAL CLOSEOUT PERIOD. Sub-Recipient agrees to complete all necessary financial closeout procedures required by the Director or their Designee, within a period of not more than fifteen (15) calendar days from the expiration date of this Contract. This time period will be referred to as the Financial Closeout period. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash

advances, Program Income balances and accounts receivable to City), and determining the custodianship of records. City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the Financial Closeout period. After the expiration of the Financial Closeout period, those funds not paid to Sub-Recipient under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in City. The Director, or their Designee, may request a final financial audit for activities performed under this Contract at the expiration of the Financial Closeout period.

40. NEPOTISM. Sub-Recipient shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Sub-Recipient. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Sub-Recipient.

41. RELIGIOUS AND POLITICAL ACTIVITIES. Sub-Recipient agrees that funds granted by City under this Contract will be used exclusively for performance of the Project Services required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Sub-Recipient agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract, as required under 24 CFR Section 570.200(j). Furthermore, Sub-Recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

42. STAFF TRAVEL. Sub-Recipient shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of City.

43. USE OF FUNDS. All funds approved and allocated to Sub-Recipient under this Contract shall be used solely for costs approved in the Project Budget in Exhibit A. Contract funds shall not be used as cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source.

44. REPORTS AND RECORDS. Sub-Recipient agrees to maintain, prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City and Federal regulations, including but not limited

to 24 CFR 570.506. Program progress reports shall be submitted on a quarterly basis, in the form specified by the Director or their Designee. Sub-Recipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Contract CDBG funds during the term of this Contract and for a period of four (4) years thereafter. Sub-Recipient will ensure that its employees and board members furnish such information which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City or granting agency directives, or with the effectiveness, legality and achievements of the program.

45. EXPENDITURES. Expenditures made by Sub-Recipient in the operation of this Contract shall be in strict compliance and conformity with the Project Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Director or their Designee.

46. FEDERAL LOBBYIST REQUIREMENTS. Sub-Recipient is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and 2 CFR Part 200, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Sub-Recipient must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Sub-Recipient will comply with the Lobbyist Requirements.

Failure on the part of Sub-Recipient or persons/subcontractors acting on behalf of Sub-Recipient to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

47. LOBBYING CERTIFICATION. The following is applicable to projects utilizing funds received from the **2020-2021** allocations.

The undersigned certify, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

48. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, Sub-Recipient certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

49. DRUG-FREE WORKPLACE. Sub-Recipient agrees to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about -

a. The dangers of drug abuse in the workplace;
b. Sub-Recipient's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;

(4) Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notifying City in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

50 PROJECT LOCATION(S). The site(s) for the Performance of Work in connection with the specific grant is/are;

Downey Unified School District
TLC Family Resource Center
13220 Bellflower Blvd.
Downey, CA 90242

51 RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. City acknowledges that Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG Program funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Sub-Recipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Sub-Recipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

Sub-Recipient agrees to comply with the (a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Sub-Recipient shall comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

52. PROPERTY MAINTENANCE STANDARDS. Sub-Recipient represents and warrants that sufficient property maintenance shall be provided to the facility where Project Services are being provided. Property maintenance includes, but is not limited to, removal of trash and debris, graffiti abatement, landscaping and maintenance of appropriate physical appearance.

53. SECTION 3. In accordance with the Housing and Urban Development Act of 1968, Sub-Recipient and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135.

54. AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. Sub-Recipient shall comply with the ADA.

55. CIVIL RIGHTS.

A. Civil Rights

1. Compliance

Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for

employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that City and the United States are beneficiaries of and entitled to enforce such covenants. Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. City shall provide Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

Sub-Recipient agrees that it shall be committed to carry out pursuant to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965 and subsequently amended. City shall provide Affirmative Action guidelines to Sub-Recipient to assist in the formulation of such program. Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

Sub-Recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51)

percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Sub-Recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action

Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Sub-Recipient will include these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Labor Standards

Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Sub-Recipient shall maintain documentation which demonstrates compliance with hour and

wages requirements of this part. Such documentation shall be made available to City for review upon request.

Sub-Recipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by City pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Sub-Recipient of its obligation, if any, to require payment of the higher wage. Sub-Recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $10,000.00.

56. ENVIRONMENTAL CONDITIONS

A. Air and Water

Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

-Clean Air Act, 42 U.S.C., 7401, et seq.
-Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 1251 and Section 1318, and all regulations and guidelines issued thereunder.
-Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
-National Environmental Policy Act of 1969.
-HUD Environmental Review Procedures (24 CFR, Part 58).
-California Environmental quality Act of 1974.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

57. CONFIDENTIALITY OF REPORTS. Sub-Recipient shall keep confidential all reports, information and data received, prepared or assembled pursuant to the performance of the Contract. Such materials shall not be made available to any person, firm, corporation or entity without the prior written consent of City. Such materials shall not, without prior written consent of City, be used by Sub-Recipient for any purposes other than the performance of the Project Services.

58. SAFETY STANDARDS AND ACCIDENT PREVENTION. Sub-Recipient shall comply with all applicable federal, state local laws, rules and regulations governing safety, health and sanitation. Sub-Recipient shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Sub-Recipient shall provide all safe guard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

59. SEVERABILITY. In the event that any provision contained in this Contract is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

60. INTERPRETATION. No provision of this Contract is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both Parties hereto.

61. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

62. TERMINATION FOR IMPROPER CONSIDERATION. In addition to the provisions of Section 22, City may, by written notice to Sub-Recipient, immediately terminate the right of Sub-Recipient to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Sub-Recipient, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to Sub-Recipient's performance pursuant to the Contract. In the event of such termination, City shall be entitled to pursue the same remedies against Sub-Recipient as it could pursue in the event of default by Sub-Recipient.

63. ENTIRE CONTRACT/INCORPORATION. This Contract constitutes the entire understanding and agreement of the Parties. The Recitals, the Exhibits, and other attachments constitute a material part of this Contract and are hereby incorporated herein by reference as though fully set forth herein.

64. ATTORNEYS' FEES. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party by reason of any breach of any of the terms or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Contract, the prevailing Party in such action or dispute, whether by final judgment or arbitration award, shall be entitled to have and recover all costs and expenses of suit or claim, including attorneys' fees.

65. BENEFIT. The terms of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

66. COUNTERPARTS. This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

67. LAWS GOVERNING THIS CONTRACT. This Contract shall be governed by and construed in accordance with the laws of the State of California, all applicable federal statutes and regulations as amended, and all applicable local laws.

68. NO THIRD PARTY BENEFICIARIES. The performance of City's and Sub-Recipient's respective obligations under this Contract are not intended to benefit any Party other than City and Sub-Recipient, except as expressly provided otherwise herein.

69. USE OF RECYCLED-CONTENT PAPER PRODUCTS. To the extent practicable, Sub-Recipient is encouraged to reduce the amount of solid waste deposited at the County landfills, Sub-Recipient agrees to use recycled-content paper to the maximum extent possible on the Project.

IN WITNESS WHEREOF, the City Council of City has caused this Contract to be subscribed by the Director or their Designee, and Sub-Recipient has subscribed the same through its authorized officers, the day, month and year first above written.

CITY OF DOWNEY:

By: _____
Gilbert A. Livas
City Manager

Date: _____

By: _____
Yvette M. Abich Garcia
City Attorney

Date: _____

SUB-RECIPIENT:
Downey Unified School District
TLC Family Resource Center

By: _____
John A. Garcia, Jr.
Superintendent

Date: 7/1/20

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Exhibit A: Program Description

Program: TLC Cares Grief Support Program

Subrecipient: Downey Unified School District – TLC Family Resource Center.

Description:
The TLC Cares Grief Support Program provides counseling services, which supports children and teens who are grieving the death of someone close to them thorugh . Grieving children and teens are able to share their story about their loss, learn healthy ways to cope, and connect with other children and teens that have similar losses.

Eligibility:		Budget:	
HUD Matrix Code:	05D Youth Services	Personnel Costs:	$7,600.00
Eligibility Citation:	570.201(e)	Non-Personnel Costs:	$ 0.00
National Objective:	Low Mod Clientele 570.208(a)(2)(i)(B)	Total CDBG:	$ 7,600.00

Accomplishment Goals:	Implementation Schedule:	
50 People	Start Date:	07/01/2020
	End Date:	06/30/2021

Location / Service Area / Beneficiaries:	Administered By:
Available to beneficiaries throughout the City? Yes Help the homeless? No	Jennifer Robbins, Director, Elementary Edication DUSD – TLC Family Resource Center 13220 Bellflower Blvd. Downey, CA 90242
Help persons with HIV / AIDS? No Help persons with Special Needs? No	Luz Perez TLC Coordinator

Special Provisions

National Objective - Low- and Moderate-Income Limited Clientele – Family Size and Income:
Pursuant to 570.208(a)(2)(i)(B), the Program serves clientele whose family income does not exceed 80 percent of area median income adjusted for family size based on the current income limits published by the U.S. Department of Housing and Urban Development. Subrecipient shall collect source documentation for each client family to substantiate family composition, size and the income of all adult family members. Such documentation should include, as appropriate, copies of three (3) recent consecutive paycheck stubs, Federal Income Tax Returns filed within the last year, copies of letters from the Social Security Administration or a public benefit or welfare provider showing gross amounts received by the household, bank statements showing direct deposits, pension checks or statements, court decrees establishing child support or spousal support payments, or other form(s) of third party source documentation of income.

Non-Personnel Costs:
Non-Personnel Costs shall be supported by appropriate procurement in accordance with 2 CFR § 200.320. For purchases other than supplies or equipment, contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Personnel Costs:
Personnel Costs shall be supported by appropriate payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

Submittal of Invoices:
Invoices (requests for reimbursement of grant funds for costs incurred in accordance with this Contract and the CDBG regulations) may be submitted to the City on a monthly or quarterly basis within 10 calendar days of the end of the month/quarter. Invoices must be accompanied by appropriate supporting documentation to substantiate the reimbursement. For non-personnel costs, supporting documentation shall include, at a minimum, a written description of the cost such as an invoice or receipt, proof of payment, documentation that an appropriate procurement was conducted and that an appropriate contract was executed (as applicable).

Submittal of Quarterly Performance Reports:
The Subrecipient shall submit Quarterly Performance Reports on a form acceptable to the City by the 10th day of the month following each quarter. For the purpose of this agreement, the first quarter shall be July 1-September 30, the second quarter shall be October 1-December 31, the third quarter shall be January 1-March 31 and the fourth quarter shall be April 1-June 30. Failure to submit Quarterly Performance Reports by the 10th day of the month following a quarter is considered a Delinquency. The first Delinquency will result in the issuance of a letter from the City to the Subrecipient indicating that the submittal is delinquent. A second Delinquency will result in a written finding of non-compliance with this Contract issued from the City to the Subrecipient. A third Delinquency will result in the issuance of a notification to the City Council indicating Subrecipient's non-compliance with the contract. Such notification to the City Council may also include a recommendation to suspend or terminate the Contract. Such a recommendation may also result in the disallowance of funds previously paid to Subrecipient and/or a loss of remaining grant funds.

Retention of Financial Records:
The Operating Department/Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the City to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: 1) A double-entry General Ledger that supports the costs charged to the CDBG Program; 2) Records documenting procurement of goods and services; 3) Contracts for goods or services; 4) Lease or Rental Agreements; 5) Invoices; 6) Billing Statements; 7) Cancelled Checks; 8) Timecards signed by employees and supervisors; 9) Personnel Authorization Records; 10) Payroll Registers; 11) Payroll Tax Records; 12) Bank Statements; 13) Bank Reconciliations; and 14) Documentation to support the allocation of costs.

Certification:

By signing below, I acknowledge that I have read and understand all of the special conditions listed above. Furthermore, I acknowledge that failure to comply with the conditions listed may require the repayment of the funds received and/or forfeit receiving future Community Development Block Grant (CDBG) funds.

John A. Garcia, Ur.
Superintendent

7/1/20
Date

II. 10. RATIFY the Community Development Block Grant Subrecipient Grant Agreement between the City of Downey and the Downey Unified School District - TLC Program to provide basic emergency need items to Downey residents in response to the COVID-19 pandemic from October 14, 2020 through December 31, 2021.

Supporting Documents

scan0627

CITY OF DOWNEY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT CONTRACT

THIS SUBRECIPIENT CONTRACT ("CONTRACT") is made and entered into this 14th day of October, 2020 (the "Effective Date"), by and between City of Downey hereinafter called the "City," and Downey Unified School District – TLC Emergency Basic Needs Program "Sub-Recipient." City and Sub-Recipient are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, City has entered into a contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute City's Community Development Block Grant ("CDBG") Program, under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.), as amended (hereinafter called the "Act"), Catalog of Federal Domestic Assistance Number 14.218; and

WHEREAS, pursuant to 24 CFR 200, 24 CFR 570.500(c) and 24 CFR 570.501(b), City may provide CDBG Funds to public or private nonprofit agencies, authorities or organizations, or for-profit entities authorized under 570.201(o) (referred to collectively and individually as "sub-recipients") to be used by the sub-recipients to provide certain eligible services in connection with City's desire to develop viable urban communities, through community development activities, as specified in 24 CFR 570.200 ("CDBG Program"); and

WHEREAS, Sub-Recipient desires to participate in the CDBG Program as a Sub-Recipient by providing necessary services to enhance the quality of life for low- and moderate-income citizens in City; and

WHEREAS, City has approved the provision of CDBG Program funds to be used by Sub-Recipient to provide certain services (the "Project Services") as more particularly described in the Project Description and Project Budget attached hereto as Exhibit A and incorporated herein; and

WHEREAS, Sub-Recipient represents and warrants to City that Sub-Recipient is qualified to provide the Project Services by reason of experience, preparation, organization, staffing and facilities and that it shall provide the Project Services as set forth in Exhibit A; and

WHEREAS, Sub-Recipient represents and warrants to City that it shall provide the Project Services in accordance with the Project Budget as set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived there from, the parties agree as follows:

TERMS

1. CONTRACT. This Contract consists of this document and the attached Exhibits A and B.

2. CONTRACT ADMINISTRATION. City's Director of Community Development ("Director") or his or her designee shall have full authority to act for City in the administration of this Contract consistent with the provisions contained herein.

3. SCOPE OF SERVICES. Sub-Recipient is to perform all the Project Services set forth in the Project Description in Exhibit A. Sub-Recipient shall perform all Project Services in accordance with this Contract, including the Recitals and Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4. TIME OF PERFORMANCE. The Project Services shall commence on the Effective Date and shall be completed no later than **December 31, 2021**.

5. COMPENSATION AND METHOD OF PAYMENT. For such performance of the Project Services, City shall reimburse Sub-Recipient an amount not to exceed the amounts indicated in the Project Budget listed in Exhibit A ("Reimbursement Amount"), which shall constitute full and complete compensation hereunder for the Project Services. The Reimbursement Amount will only be paid if reimbursable from the federal government under the Act for the amounts indicated in the Project Budget listed in Exhibit A, or from CDBG Program Income, as described in 24 CFR 570.500(a), and accumulated as a result of this Contract. The Reimbursement Amount shall constitute reimbursement only for allowable costs incurred as a result of the Project Services. The Parties understand and agree that such reimbursement, if any, shall be conditioned upon City's receipt of CDBG Program funds from the federal government or accumulation of CDBG Program Income, as set forth in Section 38 and as a result of this Contract, and shall not be a charge on any other funds of City.

All requests for reimbursement shall be submitted monthly, on a form acceptable to City, for costs incurred under this Contract, along with one (1) set of verifiable written supporting documentation of the expenditures by Sub-Recipient for the Project Services ("Supporting Statements"), which shall be submitted to City in such form acceptable to City in its sole and absolute discretion. Such Supporting Statement shall be submitted prior to any payment, in whole or in part, by City of the Reimbursement Amount.

6. BUDGET SECTION. Sub-Recipient may not exceed the amounts designated to be spent for the Project Services as outlined in the Project Budget in Exhibit A without prior written approval of City which shall be given or withheld in City's sole and absolute discretion.

7. COMPLIANCE WITH LAWS. Both Parties shall be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; 2 CFR Part 200 as applicable pursuant to 24 CFR 570.502; and City's Municipal Code. .
Sub-Recipient shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. Sub-Recipient shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of the CDBG regulations, 24 CFR 570.600 *et seq.,* except that:

   (i) Sub-Recipient does not assume City's environmental responsibilities described at 24 CFR Part 570.604; and

   (ii) Sub-Recipient does not assume City's responsibility for initiating the review process under 24 CFR Part 52.

8. PROGRAM EVALUATION AND REVIEW. During the term of this Contract, and for a period of four (4) years thereafter, Sub-Recipient shall make available for inspection by authorized City personnel, Sub-Recipient's performance, financial and all other records, including but not limited to procurement, income documentation, and consultant contracts, pertaining to performance of this Contract, and shall allow authorized City personnel to inspect and monitor Sub-Recipient's facilities and program operations. Such monitoring may include interviewing Sub-Recipient staff and CDBG Program participants (beneficiaries), as required by City.

Sub-Recipient shall submit all data necessary for City to complete the Consolidated Annual Performance and Evaluation Report ("CAPER"), on a form acceptable to City, for submission to HUD. The CAPER is part of the Five-Year Consolidated Plan ("Con Plan") which is submitted to HUD annually reporting on the progress City has made towards meeting the goals identified in the Con Plan and One-Year Annual Action Plan. Sub-Recipient

also agrees to monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the Director, or their Designee.

9. NON-EXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall maintain a record for each item of non-expendable property acquired with CDBG Funds in connection with the Project Services. This record shall be made available to City upon City's reasonable notice and request. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of $5,000 or more per unit. Nonexpendable property includes tangible personal property, including, but not limited to, office equipment, as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior written approval of City and otherwise comply with all applicable federal, state and local laws and regulations. Should this Contract be terminated or expire, City reserves the right to determine the final disposition of nonexpendable property acquired in connection with the Project Services with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of the nonexpendable property.

10. REVERSION OF ASSETS. Upon the expiration of this Contract, Sub-Recipient shall transfer to City any remaining CDBG Program funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG Program funds.

Any real property under Sub-Recipient's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 shall be either:

(i) Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after termination or expiration of this Contract, or such longer period of time as is specified in Exhibit A; or

(ii) Not used in accordance with paragraph 10(i) above, in which event Sub-Recipient shall reimburse City an amount of the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in subparagraph 10 (i) of the Contract.

11. PURCHASE OR LEASE OF NONEXPENDABLE PERSONAL PROPERTY. Sub-Recipient shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property costing over Five Thousand Dollars ($5,000.00) per unit as approved in the Project Budget. Sub-Recipient shall purchase or lease from the lowest responsive and responsible bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Sub-Recipient. This inventory shall be provided or made available to City upon request.

12. ACCOUNTING. All CDBG Program Funds received by Sub-Recipient from City pursuant to this Contract shall be maintained separate and apart from any other funds of Sub-Recipient or of any principal or member of Sub-Recipient in an account in a federally insured banking or savings and loan institution. Sub-Recipient must establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. Additionally, Sub-Recipient shall comply with 2 CFR Part 200 Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Sub-Recipient shall maintain complete and accurate records with respect to all costs and expenses incurred under this Contract. All such records shall be clearly identifiable. Sub-Recipient shall allow a representative of City during normal business hours to examine, audit and make transcripts or copies of such records and any other documents created pursuant to this Contract.

13. AFFIRMATIVE ACTION. In addition to Section 55 below, Sub-Recipient shall make every effort to ensure that all projects funded wholly or in part by CDBG Program funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Sub-Recipient shall make every effort to employ lower income residents of City and shall keep a record of the positions that have been created directly as a result of this project.

14. CHANGES. City may, from time to time, request changes in the Project Services to be performed hereunder by Sub-Recipient. Such changes, including any increase or decrease in the amount of Sub-Recipient's Reimbursement Amount, must be agreed upon by and between City and Sub-Recipient in writing by amending Exhibit A, and shall be incorporated into this Contract.

15. CHANGES IN GRANT ALLOCATION. City reserves the right to reduce the allocation of CDBG Program funds to Sub-Recipient when City's fiscal monitoring indicates that Sub-Recipient's rate of expenditure will result in

unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with Sub-Recipient. Such changes shall be incorporated into this Contract by written amendments to Exhibit A.

16. CITIZEN PARTICIPATION. All program data as determined by City in its sole and absolute discretion to be necessary to provide reports to citizens of City will be made available by Sub-Recipient at City's request. Discussions between City and Sub-Recipient will be held often enough so that Sub-Recipient will be adequately apprised of citizen recommendations during the course of the program. Sub-Recipient representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Director, or their Designee.

17. REVENUE DISCLOSURE REQUIREMENT. Upon City's request, Sub-Recipient shall file with City a written statement listing all revenue received, or expected to be received, by Sub-Recipient from Federal, State, or City sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Sub-Recipient in conducting current or prospective projects or business activities, including, but not necessarily limited to, the Project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Sub-Recipient shall make available for inspection and audit to City's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through City. All such books and records shall be maintained by Sub-Recipient at a location in Los Angeles County.

18. JOINT FUNDING. In addition to the requirements of Section 17 herein, for projects in which there are sources of funds in addition to CDBG Program funds, Sub-Recipient may be required to provide proof of such funding. City shall not reimburse Sub-Recipient for any costs incurred by Sub-Recipient which are paid with other funds.

19. ASSURANCES. Sub-Recipient hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally-assisted program. Also, Sub-Recipient represents and warrants with respect to the Project Services specified in Exhibit A, that

it will comply with all of the provisions of 24 CFR Part 570, as applicable. Sub-Recipient further represents and warrants that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

20. NOTICES. All notices shall be served in writing. The notices to Sub-Recipient shall be sent to the following address

Jennifer Robbins, Director, Elementary Education
Downey Unified School District
TLC Family Resource Center
13220 Bellflower Blvd.
Downey, CA 90242

Notices, reports and statements to City shall be delivered or sent to the CDBG/HOME Consultant, or their Designee at:

City of Downey
Attn: Jessica Flores, Economic Development and Housing Manager
Community Development Department
11111 Brookshire Ave., Downey, CA 90241

Such notice shall be deemed made when personally delivered via email or when mailed, five (5) days after deposit in the U.S. Mail, first-class postage pre-paid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. Each party shall promptly notify the other of any change in its mailing address.

21. ASSIGNMENT. Sub-Recipient shall not assign or transfer any interest in this Contract, whether by assignment, delegation or novation, without the prior express written consent of City. Any assignment, delegation or novation of the terms of this Contract without the prior written consent of City shall be null and void and shall constitute a material breach of this Contract.

22. TERMINATION/SUSPENSION. This Contract may be terminated for convenience in accordance with 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II at any time by either Party upon giving thirty (30) days' notice in writing to the other Party. Director, or their Designee, is hereby empowered to give said notice subject to ratification by the City Council of City.

City may immediately suspend or terminate this Contract if Sub-Recipient materially fails to comply with any term of this Contract, or the award which is the subject of this Contract whether stated in a federal statute or

regulation, an assurance, in a State Plan or obligation, a Notice of Award, or elsewhere.

Further, City may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Sub-Recipient shall be compensated for all services rendered and all necessarily incurred costs performed in good faith, in accordance with the terms of this Contract, that have not been previously reimbursed, to the date of said termination, to the extent CDBG funds are available.

23. FISCAL LIMITATIONS. Both Parties acknowledge that the United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, City reserves the right to revise this Contract in order to take into account actions affecting CDBG Program funding. Notwithstanding the provisions of Section 22 herein, in the event of a CDBG funding reduction, City may: 1) reduce the budget of this Contract, as a whole or as to a cost category; 2) limit the right of Sub-Recipient's authority to commit and spend funds; or 3) restrict Sub-Recipient's use of both its uncommitted and its unspent funds.

Where HUD has directed or requested City to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Director, or their Designee, may act for City in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Director has reasonable grounds to question that Sub-Recipient has materially complied with the terms of this Contract, Director, or their Designee, may act for City in suspending the operation of this Contract for up to sixty (60) days, upon three (3) days notice to Sub-Recipient of their intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by City affect expenditures and legally binding commitments made by Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, that such commitments are consistent with HUD cash withdrawal guidelines, and that Sub-Recipient is in compliance with the terms of this Contract.

24. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Sub-Recipient represents and warrants that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.

25. INDEMNIFICATION. Sub-Recipient shall defend, indemnify and hold City and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or in equity, to property or

persons, including wrongful death, in any manner arising out of or incident to any actual, alleged or negligent acts, omissions or willful misconduct of Sub-Recipient, its officials, officers, employees, agents, consultants and contractors arising out of the performance of the Project Services, for this Contract, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Sub-Recipient shall defend, at Sub-Recipient's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City and its directors, officials, officers, employees, volunteers or agents, in any such aforesaid suit, action or other legal proceeding. Sub-Recipient shall reimburse City and its directors, officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Sub-Recipient's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City and its directors, officials, officers, employees, volunteers or agents.

26. CONFLICT OF INTEREST. Sub-Recipient, its agents and employees shall comply with all applicable Federal, State, County and City laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611. Sub-Recipient covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by Sub-Recipient hereunder.

Sub-Recipient will make available to its agents and employees copies of all applicable Federal, State, County and City laws and regulations governing conflict of interest with thirty (30) days from the Effective Date of this Contract.

27. DISCRIMINATION.

(i) Sub-Recipient represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, handicap, or any other classification protected by federal or state law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. In addition to Sub-Recipient's obligations under Sections 13 and 55, Sub-Recipient shall also comply with all relevant provisions of City's minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

(ii) Sub-Recipient shall not discriminate on the ground of race, color, national origin or sex, exclude any person from participation in, deny any person the benefits of, or subject any person to discrimination under any program or activity related to the Project Services, or otherwise, whether in whole or in part with the CDBG Funds.

28. BUDGET MODIFICATIONS. The Director or their Designee, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, provided the modifications do not exceed the total amount of compensation under this Contract.

29. TIME OF PERFORMANCE MODIFICATIONS. The Director or their Designee, may within his or her sole and absolute discretion grant time of performance modifications to this Contract when such modifications:

(a) Are specifically requested by Sub-Recipient;

(b) Will not change the project goals or Project Services (Exhibit A);

(c) Are in the best interests of City and Sub-Recipient in performing the Project Services under this Contract; and

(d) Do not alter the amount of compensation under this Contract.

30. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Sub-Recipient agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal agencies, it shall be responsible for complying with such exceptions and reimbursing City the full amount of City's liability to such appropriate State and Federal agency resulting from such audit exceptions.

31. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Sub-Recipient shall bear the sole responsibility and liability for: 1) all wages, salaries, and other amounts due such personnel in connection with their performance of this Contract; 2) all reports and obligations respecting such personnel including, but not limited to, social security taxes, income tax, withholding, unemployment insurance, and workers' compensation insurance; and 3) furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of Sub-Recipient pursuant to this Contract.

32. AMENDMENTS/VARIATIONS. This Contract, with Recitals, Exhibits and attachments, embodies the whole of the agreement of the Parties hereto and supersedes all prior negotiations, understandings or agreements. There are no oral agreements not contained herein. Except as herein provided, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both Parties.

33. ACQUISITION OF SUPPLIES AND EQUIPMENT. Sub-Recipient may purchase necessary supplies and equipment from a related agency/organization only if: (a) prior authorization is obtained in writing from City; (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by City; (c) a community related benefit is derived from such Sub-Recipient related acquisition; and (d) no conflict of interest for private gain accrues to Sub-Recipient or its employees, agents or officers.

34. MONITORING AND EVALUATION. City will monitor, evaluate and provide guidance to Sub-Recipient in the performance of this Contract. Authorized representatives of City and HUD shall have the right of access to all activities and facilities operated by Sub-Recipient under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. Sub-Recipient will ensure the cooperation of its staff and board members in such efforts. The Director or their Designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

35. AUDIT. Sub-Recipient's program will be audited in accordance with City's policy and funding source guidelines. Sub-Recipient acknowledges that audits may also be conducted by Federal, State or local funding source agencies and shall comply with the audit requirements of such agencies, including but not limited to including but not limited to 2 CFR Part 200 Subpart F. City or its authorized representatives shall, at all times during the term of this Contract and for a period of four (4) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of Sub-Recipient. Sub-Recipient's staff will cooperate fully with authorized auditors when they conduct audits and examinations of Sub-Recipient's program. A financial audit of Sub-Recipient's performance under this Contract shall be conducted at City's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause City to require a special audit, the cost of the

audit will be encumbered and deducted from this Contract's Project Budget. Should the special audit confirm misappropriation or misapplication of funds, Sub-Recipient shall reimburse City within thirty (30) days. In the event City uses the judicial system to recover the funds, Sub-Recipient shall reimburse City its legal fees and court costs in addition to awards.

36. INSURANCE AND BONDING. Without limiting Sub-Recipient's indemnification of City, Sub-Recipient shall provide and maintain at its own expense during the term of this Contract a program of insurance satisfactory to City's Risk Manager covering it operations hereunder as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference. Additionally, Sub-Recipient shall comply with the bonding requirements of 2 CFR Part 200.325, if applicable.

37. FAILURE TO PROCURE INSURANCE. Failure on the part of Sub-Recipient to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by City shall be repaid by Sub-Recipient to City upon demand or City may offset the cost of the premiums against any monies due to Sub-Recipient from City.

38. PROGRAM INCOME. City reserves the right to determine the disposition of any Program Income, as described in 24 CFR Part 570.504 (c), accumulated under the Project Services set forth in Exhibit A. Sub-Recipient shall be entitled to utilize, during the Contract duration, any Program Income generated from the Project Services, as set forth in Exhibit A, specifically and exclusively for the CDBG eligible Project Services and no other expense of Sub-Recipient. Sub-Recipient shall only use the program income generated under the following conditions: (1) all of the terms and conditions of this Contract shall continue in full force and effect for all Program Income generated; (2) the request for grant funds by Sub-Recipient under this Contract shall be adjusted according to 24 CFR Section 570.504 (b)(2)(i) and (ii); (3) all Program Income shall be used by Sub-Recipient for immediate cash needs for Project Services and shall be reported to City on a monthly basis; (4) any Program Income on hand with Sub-Recipient when this Contract terminates, or received after the Contract's termination, shall be returned to City; and (5) all Program Income received and expended shall be recorded in Sub-Recipient's accounting records and included in each audit.

39. FINANCIAL CLOSEOUT PERIOD. Sub-Recipient agrees to complete all necessary financial closeout procedures required by the Director or their Designee, within a period of not more than fifteen (15) calendar days from the expiration date of this Contract. This time period will be referred to as

the Financial Closeout period. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances and accounts receivable to City), and determining the custodianship of records. City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the Financial Closeout period. After the expiration of the Financial Closeout period, those funds not paid to Sub-Recipient under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in City. The Director, or their Designee, may request a final financial audit for activities performed under this Contract at the expiration of the Financial Closeout period.

40. NEPOTISM. Sub-Recipient shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Sub-Recipient. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Sub-Recipient.

41. RELIGIOUS AND POLITICAL ACTIVITIES. Sub-Recipient agrees that funds granted by City under this Contract will be used exclusively for performance of the Project Services required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Sub-Recipient agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract, as required under 24 CFR Section 570.200(j). Furthermore, Sub-Recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

42. STAFF TRAVEL. Sub-Recipient shall not incur any expenditures for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of City.

43. USE OF FUNDS. All funds approved and allocated to Sub-Recipient under this Contract shall be used solely for costs approved in the Project Budget in Exhibit A. Contract funds shall not be used as cash advancement between contracts, as security to guarantee payments for any non-program obligations, or as loans for non-program activities. Separate financial records shall be kept for each funding source.

44. REPORTS AND RECORDS. Sub-Recipient agrees to maintain, prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City and Federal regulations, including but not limited to 24 CFR 570.506. Program progress reports shall be submitted on a quarterly basis, in the form specified by the Director or their Designee. Sub-Recipient shall maintain, and permit on-site inspections of such property, personnel, financial and other records and accounts as are considered necessary by City to assure proper accounting for all Contract CDBG funds during the term of this Contract and for a period of four (4) years thereafter. Sub-Recipient will ensure that its employees and board members furnish such information which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City or granting agency directives, or with the effectiveness, legality and achievements of the program.

45. EXPENDITURES. Expenditures made by Sub-Recipient in the operation of this Contract shall be in strict compliance and conformity with the Project Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Director or their Designee.

46. FEDERAL LOBBYIST REQUIREMENTS. Sub-Recipient is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and 2 CFR Part 200, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

Sub-Recipient must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of Sub-Recipient will comply with the Lobbyist Requirements.

Failure on the part of Sub-Recipient or persons/subcontractors acting on behalf of Sub-Recipient to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

47. LOBBYING CERTIFICATION. The following is applicable to projects utilizing funds received from the **2020-2021** allocations.

The undersigned certify, to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

48. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, Sub-Recipient certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:

(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

(2) A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

49. DRUG-FREE WORKPLACE. Sub-Recipient agrees to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an ongoing drug-free awareness program to inform employees about -

a. The dangers of drug abuse in the workplace;
b. Sub-Recipient's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and

d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1 of this Section;

(4) Notifying the employee in the statement required by paragraph 1 of this Section that, as a condition of employment under the grant, the employee will -

a. Abide by the terms of the statement; and

b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

(5) Notifying City in writing, within ten (10) calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

50 PROJECT LOCATION(S). The site(s) for the Performance of Work in connection with the specific grant is/are;

Downey Unified School District
TLC – Emergency Basic Needs
13220 Bellflower Blvd.
Downey, CA 90242

51 RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. City acknowledges that Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG Program funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Sub-Recipient must adopt and make public a Residential Anti-displacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Sub-Recipient enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606, et seq.

Sub-Recipient agrees to comply with the (a) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Sub-Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Sub-Recipient shall comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

52. PROPERTY MAINTENANCE STANDARDS. Sub-Recipient represents and warrants that sufficient property maintenance shall be provided to the facility

where Project Services are being provided. Property maintenance includes, but is not limited to, removal of trash and debris, graffiti abatement, landscaping and maintenance of appropriate physical appearance.

53. SECTION 3. In accordance with the Housing and Urban Development Act of 1968, Sub-Recipient and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135.

54. AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that is readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense. Sub-Recipient shall comply with the ADA.

55. CIVIL RIGHTS.

A. Civil Rights

1. Compliance

Sub-Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Sub-Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Sub-Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and

selection for training, including apprenticeship. Sub-Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, Sub-Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that City and the United States are beneficiaries of and entitled to enforce such covenants. Sub-Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Sub-Recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. City shall provide Sub-Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Affirmative Action

1. Approved Plan

Sub-Recipient agrees that it shall be committed to carry out pursuant to City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965 and subsequently amended. City shall provide Affirmative Action guidelines to Sub-Recipient to assist in the formulation of such program. Sub-Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority Owned Businesses (W/MBE)

Sub-Recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in

the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Sub-Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Sub-Recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Sub-Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of Sub-Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action

Sub-Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Sub-Recipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

Sub-Recipient will include these provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Labor Standards

Sub-Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. Sub-Recipient shall

maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to City for review upon request.

Sub-Recipient agrees that, except with respect to the rehabilitation of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Contract, shall comply with federal requirements adopted by City pertaining to such contract, and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 1, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Sub-Recipient of its obligation, if any, to require payment of the higher wage. Sub-Recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $10,000.00.

56. ENVIRONMENTAL CONDITIONS

A. Air and Water

Sub-Recipient agrees to comply with the following requirements insofar as they apply to the performance of this contract:

-Clean Air Act, 42 U.S.C., 7401, et seq.
-Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 1251 and Section 1318, and all regulations and guidelines issued thereunder.
-Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.
-National Environmental Policy Act of 1969.
-HUD Environmental Review Procedures (24 CFR, Part 58).
-California Environmental quality Act of 1974.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Sub-Recipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

Sub-Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

Sub-Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

57. CONFIDENTIALITY OF REPORTS. Sub-Recipient shall keep confidential all reports, information and data received, prepared or assembled pursuant to the performance of the Contract. Such materials shall not be made available to any person, firm, corporation or entity without the prior written consent of City. Such materials shall not, without prior written consent of City, be used by Sub-Recipient for any purposes other than the performance of the Project Services.

58. SAFETY STANDARDS AND ACCIDENT PREVENTION. Sub-Recipient shall comply with all applicable federal, state local laws, rules and regulations governing safety, health and sanitation. Sub-Recipient shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Sub-Recipient shall provide all safe guard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of

employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

59. SEVERABILITY. In the event that any provision contained in this Contract is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.

60. INTERPRETATION. No provision of this Contract is to be interpreted for or against either Party because that Party or that Party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both Parties hereto.

61. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

62. TERMINATION FOR IMPROPER CONSIDERATION. In addition to the provisions of Section 22, City may, by written notice to Sub-Recipient, immediately terminate the right of Sub-Recipient to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by Sub-Recipient, either directly or through an intermediary, to any City officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to Sub-Recipient's performance pursuant to the Contract. In the event of such termination, City shall be entitled to pursue the same remedies against Sub-Recipient as it could pursue in the event of default by Sub-Recipient.

63. ENTIRE CONTRACT/INCORPORATION. This Contract constitutes the entire understanding and agreement of the Parties. The Recitals, the Exhibits, and other attachments constitute a material part of this Contract and are hereby incorporated herein by reference as though fully set forth herein.

64. ATTORNEYS' FEES. In the event of the bringing of an arbitration, action or suit by a Party hereto against another Party by reason of any breach of any of the terms or any intentional inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Contract, the prevailing Party in such action or dispute, whether by final judgment or

arbitration award, shall be entitled to have and recover all costs and expenses of suit or claim, including attorneys' fees.

65. BENEFIT. The terms of this Contract shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.

66. COUNTERPARTS. This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Contract.

67. LAWS GOVERNING THIS CONTRACT. This Contract shall be governed by and construed in accordance with the laws of the State of California, all applicable federal statutes and regulations as amended, and all applicable local laws.

68. NO THIRD PARTY BENEFICIARIES. The performance of City's and Sub-Recipient's respective obligations under this Contract are not intended to benefit any Party other than City and Sub-Recipient, except as expressly provided otherwise herein.

69. USE OF RECYCLED-CONTENT PAPER PRODUCTS. To the extent practicable, Sub-Recipient is encouraged to reduce the amount of solid waste deposited at the County landfills, Sub-Recipient agrees to use recycled-content paper to the maximum extent possible on the Project.

IN WITNESS WHEREOF, the City Council of City has caused this Contract to be subscribed by the Director or their Designee, and Sub-Recipient has subscribed the same through its authorized officers, the day, month and year first above written.

CITY OF DOWNEY:

By: _____
Gilbert A. Livas
Director

Date: _____

By: _____
Yvette M. Abich Garcia
City Attorney

Date: _____

SUB-RECIPIENT:
Downey Unified School District
TLC -Emergency Basic Needs

By: _____
John A. Garcia, Jr.
Superintendent

Date: 10/1/20

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Exhibit A: Program Description

Program: Emergency Basic Needs

Subrecipient: Downey Unified School District (DUSD) – TLC

Description:
In response to the COVID-19 pandemic, the Downey Unified School District (DUSD) – TLC will provide basic emergency need items to Downey residents.

Eligibility:		Budget:	
HUD Matrix Code:	05Z Other Public Services	Personnel Costs:	$20,000.00
Eligibility Citation:	570.201(e)	Non-Personnel Costs:	$ 0.00
National Objective:	Low Mod Clientele 570.208(a)(2)(i)(B)	Total CDBG:	$ 20,000.00

Accomplishment Goals:	Implementation Schedule:	
____ People	Start Date:	10/14/2020
	End Date:	12/31/2021

Location / Service Area / Beneficiaries:	Administered By:
Available to beneficiaries throughout the City? Yes Help the homeless? No	Jennifer Robbins, Director, Elementary Edication DUSD – TLC Family Resource Center 13220 Bellflower Blvd. Downey, CA 90242
Help persons with HIV / AIDS? No Help persons with Special Needs? No	Luz Perez TLC Coordinator

Special Provisions

National Objective - Low- and Moderate-Income Limited Clientele – Family Size and Income:
Pursuant to 570.208(a)(2)(i)(B), the Program serves clientele whose family income does not exceed 80 percent of area median income adjusted for family size based on the current income limits published by the U.S. Department of Housing and Urban Development. Subrecipient shall collect source documentation for each client family to substantiate family composition, size and the income of all adult family members. Such documentation should include, as appropriate, copies of three (3) recent consecutive paycheck stubs, Federal Income Tax Returns filed within the last year, copies of letters from the Social Security Administration or a public benefit or welfare provider showing gross amounts received by the household, bank statements showing direct deposits, pension checks or statements, court decrees establishing child support or spousal support payments, or other form(s) of third party source documentation of income.

Non-Personnel Costs:
Non-Personnel Costs shall be supported by appropriate procurement in accordance with 2 CFR § 200.320. For purchases other than supplies or equipment, contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Personnel Costs:
Personnel Costs shall be supported by appropriate payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

Submittal of Invoices:
Invoices (requests for reimbursement of grant funds for costs incurred in accordance with this Contract and the CDBG regulations) may be submitted to the City on a monthly or quarterly basis within 10 calendar days of the end of the month/quarter. Invoices must be accompanied by appropriate supporting documentation to substantiate the reimbursement. For non-personnel costs, supporting documentation shall include, at a minimum, a written description of the cost such as an invoice or receipt, proof of payment, documentation that an appropriate procurement was conducted and that an appropriate contract was executed (as applicable).

Submittal of Quarterly Performance Reports:
The Subrecipient shall submit Quarterly Performance Reports on a form acceptable to the City by the 10th day of the month following each quarter. For the purpose of this agreement, the first quarter shall be July 1-September 30, the second quarter shall be October 1-December 31, the third quarter shall be January 1-March 31 and the fourth quarter shall be April 1-June 30. Failure to submit Quarterly Performance Reports by the 10th day of the month following a quarter is considered a Delinquency. The first Delinquency will result in the issuance of a letter from the City to the Subrecipient indicating that the submittal is delinquent. A second Delinquency will result in a written finding of non-compliance with this Contract issued from the City to the Subrecipient. A third Delinquency will result in the issuance of a notification to the City Council indicating Subrecipient's non-compliance with the contract. Such notification to the City Council may also include a recommendation to suspend or terminate the Contract. Such a recommendation may also result in the disallowance of funds previously paid to Subrecipient and/or a loss of remaining grant funds.

Retention of Financial Records:
The Operating Department/Agency shall maintain during the term of this Contract and for a period of five (5) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the City to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: 1) A double-entry General Ledger that supports the costs charged to the CDBG Program; 2) Records documenting procurement of goods and services; 3) Contracts for goods or services; 4) Lease or Rental Agreements; 5) Invoices; 6) Billing Statements; 7) Cancelled Checks; 8) Timecards signed by employees and supervisors; 9) Personnel Authorization Records; 10) Payroll Registers; 11) Payroll Tax Records; 12) Bank Statements; 13) Bank Reconciliations; and 14) Documentation to support the allocation of costs.

Certification:

By signing below, I acknowledge that I have read and understand all of the special conditions listed above. Furthermore, I acknowledge that failure to comply with the conditions listed may require the repayment of the funds received and/or forfeit receiving future Community Development Block Grant (CDBG) funds.

John A. Garcia, Jr.
Superintendent

10/14/20
Date

II. 11. RATIFY the agreement with the City of Downey to provide School Resource Officer Services at Downey High School, Warren High School, and Columbus High School in connection with the District's Police on Campus Program from March 23, 2021 through May 28, 2021.

Supporting Documents

scan0628

AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE DOWNEY UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR POLICE ON CAMPUS PROGRAM

This Agreement for School Resource Officer Services for the Police On Campus Program ("Agreement") is entered into this 23rd day of March, 2021, by and between the City of Downey, a municipal corporation and charter city ("CITY") and the Downey Unified School District, a public body corporate ("DISTRICT"), hereinafter referred to jointly as the "Parties".

WHEREAS, DISTRICT wishes to engage the CITY to provide school resource officer services at Downey High School, Warren High School, and Columbus High School in connection with the DISTRICT's Police on Campus Program for the academic year 2020-21; and

WHEREAS, CITY possesses the special experience, knowledge and expertise necessary to provide school resource officer services, and desires to provide said services to DISTRICT pursuant to the terms and conditions as set forth in this Agreement; and

NOW, THEREFORE, CITY and DISTRICT agree as follows:

Section 1. Scope of Services. CITY shall provide to DISTRICT the Scope of Services as described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2. Term. This Agreement shall commence March 29, 2021 and shall terminate on May 28, 2021.

Section 3. Compensation.

(A) DISTRICT shall compensate CITY for the Scope of Services for the academic year. CITY shall submit to DISTRICT a monthly itemized statement which indicates work completed and hours of services rendered by CITY. DISTRICT shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

Section 4. Independent Contractor.

The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide school resource officer services under this Agreement shall not be employees or agents of DISTRICT

and are not entitled to participate in any DISTRICT pension plans, retirement, health and other benefits provided by DISTRICT to its employees. The police officers providing services under this Agreement shall report directly to the Downey Chief of Police or his designee through the Downey Police Department chain of command. The Downey Police Department shall maintain direct supervisory control over the assigned school resource officers. The DISTRICT shall have the right to request that a school resource officer be replaced if his or her performance is unsatisfactory to DISTRICT.

Section 5. Indemnification.

(A) DISTRICT shall indemnify, hold harmless and defend CITY, and CITY's officers, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of DISTRICT, or DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers in the performance of this Agreement.

(B) CITY shall indemnify, hold harmless and defend DISTRICT, and DISTRICT's officers, directors, trustees, officials, employees, agents and volunteers from any all loss, liability, fines, penalties, forfeitures, costs and damages, whether in contract, tort or strict liability, including but not limited to personal injury and property damage, incurred by any person arising directly or indirectly from the negligent or intentional acts or omissions of CITY, or CITY's officers, officials, employees, agents and volunteers in the performance of this Agreement.

(C) In the event of concurrent negligence on the part of CITY or any of its officers, officials, employees, agents and volunteers and DISTRICT, or any of its officers, directors, trustees, officials, employees, agents and volunteers, the liability for any and all such claims, demands and actions in law and in equity for such loses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

(D) This section shall survive expiration or termination of this Agreement.

Section 6. Insurance.

It is understood and agreed that CITY AND DISTRICT maintain insurance policies or self-insurance programs to fund their respective liabilities.

Section 7. Termination.

This Agreement may be terminated by either Party at any time with or without cause, by providing thirty (30) days prior written notice to the other Party. In the event of termination by either Party, CITY shall be compensated for services rendered through the effective date of termination.

Section 8. 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:
Downey Police Department
10911 Brookshire Avenue
Downey, CA 90241
Attn: Lt. Scott Loughner

TO DISTRICT:
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
Attn: Dr. Robert Jagielski, Senior Director,
Student Services Department

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.

Section 9. Waiver.

The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or different provisions of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein.

Section 10. Binding Effect.

This Agreement shall be binding upon the Parties hereto and their successors in interest.

Section 11. Assignment.

Neither Party may assign, subcontract or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement. Any

attempt to assign, subcontract or transfer all or any rights or obligations under this Agreement shall be null and void.

Section 12. Compliance with Laws.

The Parties shall comply with all applicable laws in performing their respective obligations under this Agreement.

Section 13. Entirety of Agreement.

This Agreement contains the entire agreement between CITY and DISTRICT with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager of CITY shall have the authority to sign any supplement, modification or amendment to this Agreement.

Section 14. Governing Law; Venue.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, 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.

Section 15. Severability.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions.

Section 16. Captions and Headnotes.

The captions and headnotes or sections of this Agreement, and marginal notes are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent of this Agreement.

Section 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, this Agreement has been duly authorized and executed by the parties hereto on the day and year first herein above written.

CITY OF DOWNEY

By _____
Gilbert A. Livas, City Manager

Date: 03-29-21

ATTEST:

_____
Maria Alicia Duarte, CMC, City Clerk

APPROVED AS TO FORM:

_____
Yvette M. Abich Garcia, City Attorney

DOWNEY UNIFIED SCHOOL DISTRICT

By _____
Dr. John Garcia, Superintendent

Date: 3/29/21

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
Legal Counsel

EXHIBIT A
SCOPE OF SERVICES

CITY shall provide the following services:

CITY, through its Police Department, will assign one (1) police officer on an overtime basis to serve as a school resource officer (SRO) to each of the following school campuses: Downey High School, Warren High School, and Columbus High School.

The duties of the SRO are as follows:

- Be a visible, active and high profile SRO on campus to promote safety and positive relationships.
- Be a link between the school community and the Downey Police Department. Interaction with staff and students is high priority. If asked, the SRO will assist teachers with material to help explain the job of the SRO and the criminal justice system.
- Be a role model and mentor for students.
- Walk the halls and common areas of the school campus, particularly during times of high student movement to provide crime prevention and assist with student/staff safety.
- Detect and deter criminal activity, take reports of incidents, and refer matters of law enforcement concern to the appropriate authority. Any police matters should be referred to Downey Police Department supervisors and DISTRICT staff.

The SROs shall report to the school campuses specified above in accordance with the following schedule:

School Resource Officer Schedule
2020-2021

	Warren	**Downey**	**Columbus**
Monday	0915-1515	0930-1530	0915-1415
Tuesday	0915-1515	0930-1530	0915-1415
Wednesday	0915-1515	0915-1445	0915-1415
Thursday	0915-1515	0915-1445	0915-1415
Friday	0915-1515	0930-1530	0915-1415

Hours are subject to change at the written request of the DISTRICT

II. 12. RATIFY California Student Data Privacy Agreement with SAVVAS Learning Company, LLC, for the use of digital online courseware from July 1, 2020 through June 30, 2021.

Supporting Documents

scan0629

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Downey Unified School District

AND

Provider:

SAVVAS Learning Company LLC

Date:

January 26, 2021

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Downey Unified School District (hereinafter referred to as "LEA") and Savvas Learning Company LLC (hereinafter referred to as "Provider") on January 26, 2021. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated January 26, 2021 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

   Educational texts and/or curriculum on Provider's Easy Bridge

3. **Student Data to Be Provided.** The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions.** The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. ~~Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary.~~ In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** ~~If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.~~

4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

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

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation.** Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure.** De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). ~~Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to~~

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

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

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

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

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

ARTICLE V: DATA PROVISIONS

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

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

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

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

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

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

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.
ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a ~~copy~~ of said written incident response plan.

f. ~~Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.~~

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Term.** The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements.** This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

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

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: Chris Nezzer
Title: Director, Technology and Information Systems

Contact Information:
cnezzer@dusd.net
11627 Brookshire Ave.
Downey, Ca 90241

The designated representative for the Provider for this Agreement is:

Name: Ryan Johnson
Title: Data Privacy Counsel

Contact Information:
Ryan.Johnson@Savvas.com
3075 W. Ray Road, Suite 400
Chandler, AZ 85226

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Jeff Burklo
Title: Director, Data Privacy and Security

Contact Information:
Jeff Burklo@Savvas.com
15 E. Midland Ave., Suite 502
Paramus, NJ 07652

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

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

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

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

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

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

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

[Signature Page Follows]

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

Provider: Savvas Learning Company LLC

BY: Matt Stricker (Jan 26, 2021 08:10 CST) Date: Jan 26, 2021

Printed Name: Matt Stricker Title/Position: VP Operations

Local Education Agency: Downey Unified School District

BY: _____ Date: April 20, 2021

Printed Name: Christina Aragon Title/Position: Assoc. Supt. Bus. Svcs.

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Educational textbooks and/or curriculum on Provider's Easy Bridge

EXHIBIT "B"

SCHEDULE OF DATA

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

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

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	x
	Teacher names	X
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	x
	Phone	
Student Identifiers	Local (School district) ID	X
	number	
	State ID number	
	Provider/App assigned student ID number	x
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	x
	Other student	

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

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

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

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

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

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

directs Savvas Learning Company LLC to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	____ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	____ As soon as commercially practicable ____By (Insert Date) _____

_____ _____
Authorized Representative of LEA Date

_____ _____
Verification of Disposition of Data Date
by Authorized Representative of Provider

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Downey Unified School District and which is dated January 25, 2021 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Savvas Learning Company LLC

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____ Date: April 20, 2021

Printed Name: Christina Aragon Title/Position: Assoc. Supt. Bus. Svcs.

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

Name: Jeff Burklo@Savvas.com

Title: Director, Data Privacy andSecurity

Email Address: Jeff.Burklo@Savvas.com

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

ADDENDUM to
California Student Data Privacy Agreement
between Downey Unified School District
and Savvas Learning Company LLC

This Addendum ("Addendum") is made effective as of the date last executed below by and between Downey Unified School District ("District") and Savvas Learning Company LLC ("Provider"), formerly Pearson K12 Learning LLC. When fully signed, this Addendum will amend the District's California Student Data Privacy Agreement to which this Addendum is attached ("Agreement"). The parties hereby agree to the following changes to the District's Agreement:

1. Article II, Section 2, Parent Access, the second sentence is deleted and replaced with the following:

"Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for assistance to view or correct Student Data in a pupil's records held by the Provider."

2. Article II, Section 3, Separate Account, is deleted and replaced in its entirety with the following:

"**3. Separate Account**. If pupil-generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, provide LEA with instructions as to how to use available functionality within the Services to copy pupil generated content that is severable from the Service so that LEA or the student may store it in a separate account established by the LEA or the student. Nothing in this section shall require Provider to create or maintain separate accounts for student-generated content."

3. In Article IV, Section 4, No Disclosure, the second sentence is deleted and replaced with the following:

"Provider agrees not to attempt to re-identify de-identified Student Data and will be responsible for ensuring that any third party subprocessor to which any de-identified Student Data is transferred does not attempt to re-identify such de-identified Student Data."

4. In Article IV, Section 5, Disposition of Data, the last four sentences are deleted and replaced with the following:

"Provider shall provide written confirmation to LEA when the Student Data has been disposed, if requested in writing. The duty to dispose of Student Data shall not extend to data that has been de-identified, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will provide reasonable assistance to the LEA in using the available functionality of the Services to export Student Data or obtaining Student Data stored within the Services."

5. Article IV, Section 5.b, Complete Disposal Upon Termination of Service Agreement, is deleted in its entirety and replaced with the following:

"b. Complete Disposal Upon Termination of Service Agreement. Within sixty (60) days of termination or expiration of the Service Agreement, Provider shall dispose of or delete all Student Data obtained under the Service Agreement."

ADDENDUM to
California Student Data Privacy Agreement
between Downey Unified School District
and Savvas Learning Company LLC

6. In Article V, Section 1.h, the words "(no less than semi-annual)" are deleted.

7. In the opening paragraph of Article V, Section 2, Data Breach, the words "and not exceeding forty-eight (48) hours" are deleted.

8. In Article V, Section 2.e, the word "copy" is deleted and replaced with the word "summary".

9. Article V, Section 2.f is deleted in its entirety and replaced with the following:

> **"f.** Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access arising from the failure of Provider to comply with the requirements of this Agreement, and such assistance is not unduly burdensome to Provider, Provider shall assist LEA in notifying the affected parent, legal guardian or eligible pupil of the unauthorized access and reimburse LEA for reasonable costs incurred to provide legally required notifications."

10. Except as modified by this Addendum, all other terms of the Agreement will remain in full force and effect.

ACKNOWLEDGED AND AGREED:

Downey Unified School District

By: _____

Printed Name: Christina Aragon

Title: Assoc. Supt. Bus. Svcs.

Date: April 20, 2021

SAVVAS LEARNING COMPANY LLC, formerly Pearson K12 Learning LLC

By: Matt Stricker (Jan 26, 2021 08:10 CST) Matt Stricker

Printed Name: Matt Stricker

Title: VP Operations

Date: Jan 26, 2021

II. 13. RATIFY Facility Use and Grant Service Agreement with Sports for Learning, Inc., for afterschool program for information, recreation and education, effective March 29, 2021 through May 28, 2021.

Supporting Documents

scan0630

FACILITY USE AND GRANT SERVICES AGREEMENT

FOR AFTER SCHOOL PROGRAM FOR INFORMATION RECREATION AND EDUCATION BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND SPORTS FOR LEARNING, INC.

THIS FACILITY USE AND GRANT SERVICES AGREEMENT ("Agreement") is made this 23rd day of March, 2021, ("Effective Date") by and between the DOWNEY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and SPORTS FOR LEARNING, INC., a small business corporation ("Facility User"). District and Facility User may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District is authorized, pursuant to the Civic Center Act (Ed. Code, §§ 38130 et seq.) and District's Board Policy ("BP") 1221 and Administrative Regulation ("AR") 1221 to grant the use of school facilities or grounds to an organization or citizen for the purpose of providing youth services, including supervision and activities; and

WHEREAS, pursuant to District's BP 1221, school facilities may be used by groups and organizations whose purposes and objectives, in the judgment of the Board, contribute to the education, political economic, artistic, and moral welfare of the citizens of the community; and

WHEREAS, pursuant to District's AR 1221, school facilities are available for use during times when they are not needed for District school programming; and

WHEREAS, District owns and operates the real property depicted in Exhibit A ("School Site"), attached hereto and incorporated herewith; and

WHEREAS, the School Site includes the facilities that are also depicted in Exhibit A ("Premises"), attached hereto and incorporated herewith; and

WHEREAS, Facility User seeks to host After School Program for Information Recreation and Education ("Program") on the Premises; and

WHEREAS, Facility User Program is more fully described in Exhibit B ("Permitted Use"), attached hereto and incorporated herein; and

WHEREAS, on or about July 1, 2007, the District obtained After School Education and Safety (ASES) Grant ("Grant") funding from the Department of Education for the Program, and entered into Agreement No. 19-23939-6445-EZ for use of Grant funds; and

WHEREAS, District desires to allow Facility User to use the Premises for Facility User's Permitted Use; and

WHEREAS, District and Facility User desire to enter into this Agreement whereby District grants the use of the Premises to Facility User, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the District and Facility User agree as follows:

AGREEMENT

1. USE OF PREMISES.

1.1. Upon commencement of this Agreement, District does hereby permit Facility User to use the Premises as identified by locations, description, date and time as set forth in Exhibit A attached hereto, for the sole purpose of use of the Premises for Facility User's Permitted Use as more fully described in Exhibit B attached hereto, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to Facility User's use thereof.

1.2. Facility User shall have use of the Premises at times specified in Exhibit A to perform Facility User's Permitted Use only, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement. Facility User shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

1.3. Facility User shall use the Premises solely for its Permitted Use during the dates, times and at the locations as specified in Exhibit A, subject to District's right of entry described herein or as otherwise mutually agreed on by the Parties. Facility User shall be responsible for ensuring that unauthorized portions of the School Site buildings are not disturbed in any manner and that the Premises are vacated as scheduled. Facilities shall be vacated promptly at the conclusion of the use period each day and be left in a clean and orderly condition.

1.4. Facility User represents that it is qualified to administer and operate its Permitted Use. Facility User shall be solely responsible for the administration and operation of its Permitted Use, including the hiring of all employees. Facility User shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Facility User's Permitted Use on the Premises.

1.5. Permits and Licenses. Facility User shall be solely responsible for obtaining any use permits, licenses or other permission for its Permitted Use from the City or other governmental agencies having jurisdiction.

1.6. Fingerprinting and Criminal Background Investigation. If applicable and/or requested by District, Facility User shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code §§ 1500 et seq.). If required, Facility User shall complete Exhibit D and verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District prior to each individual's commencement of employment or participation in Facility User's Program and prior to permitting contact with any pupils.

1.7. Sale, Distribution and Consumption of Alcoholic Beverages. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Facility User shall comply with the District-wide policy prohibiting intoxicating beverages, narcotics, tobacco products, and performance-enhancing dietary supplements that specifically promote muscle-building, commonly known as steroids, from the Premises at all times.

1.8. Facility User shall not permit anything to be done in or about the Premises, which will increase the existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering said Premises.

1.9. Access to Facilities. Facility User, its agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the Premises over such other portion of District's property at the school as may reasonably be necessary for the use of the facilities. Facility User acknowledges that the Premises are public school sites. Use of the Premises under this Agreement shall not interfere or conflict with the operation of school activities.

1.10. Civic Center Act Statement of Information. Pursuant to Education Code section 38136, Facility User shall prior to commencement of the Term provide to District a Statement of Information, attached as Exhibit C, executed under penalty of perjury.

2. TERM.

2.1. The term of this Agreement ("Term") shall be for approximately 39 school days. The commencement date shall be March 29, 2021 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this agreement shall end on May 28, 2021 ("Expiration Date").

2.2. Termination. The District shall have the right, at its sole and absolute discretion, and at any time during the Term, to terminate this Agreement immediately by written notice to Facility User. The District reserves the right to terminate any activity that may not be in the best interest of the community or District. Violation of any of the conditions of use described in this Agreement shall be grounds for immediate termination of the Program on the Premises.

2.3. Any early termination under this Section shall not release Facility User from payment of any sum then due to District or from any claim for damages previously accrued or then accruing against Facility User.

2.3.1. Facility User's rights in the Premises shall terminate upon Facility User's receipt of notice of termination from District.

2.3.2. Upon receipt of District's notice of termination, Facility User shall surrender use of the Premises, remove all personal property, and leave the Premises, including any District-owned fixtures, in a neat and clean condition. Facility User shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, excepting only reasonable wear and tear.

2.3.3. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

2.4. Extension of Term/Renewal of Agreement. Facility User may request to extend its use of the Premises or renew the Agreement beyond the expiration of the Term, which shall be mutually agreed upon in writing by District and Facility User. District's decision for extend the Term or renew the Agreement shall be in District's sole discretion. Facility User must give District advance written notice at least two (2) months prior to the expiration of the Term to request an extension or renewal.

3. FEES. The payment of fees for Facility User's right to occupy the Premises shall be in accordance with BP 1221 and AR 1221 during the Term. Under the BP and AR, since Facility User is a nonprofit youth organization that qualifies under the provisions of the Civic Center Act, no fees shall be charged by the District for

use of the Premises. Grant funds shall be utilized to support the Facility User's Permitted Use.

4. CONDITION OF PREMISES.

4.1. The Premises are provided to Facility User on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. By entry and use of the Premises pursuant to this Agreement, Facility User accepts the Premises in "AS IS" condition.

4.2. Facility User acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for Facility User's use thereof, or Facility User's Program as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the District, and the Facility User expressly waives all claims for damages against District based on any statement, representation, warranty, promise, or agreement arising out of or related to this Agreement.

4.3. Upon surrender of the Premises, Facility User shall deliver the Premises in the same condition as upon entry, normal wear and tear and approved alterations and improvements excepted.

5. GRANT FUNDING AND ADMINISTRATION. The Grant funds shall be administered by the Parties as follows for the Program:

5.1. District Responsibility. District's primary responsibilities for administering the Grant funds are as follows:

5.1.1. Administer and submit all documentation required under the Grant, including quarterly reports, budget, and budget revisions to the State ASSIST system;

5.1.2. Assist with trainings of Facility User staff and share information from District trainings with Facility User staff, as requested;

5.1.3. Designate District personnel to serve as the District Liaison between the Parties;

5.1.4. Allocate 4 School Sites for the Program, including access to the following facilities: one classroom per group as well as a storage area, cafeteria, playground, field(s), middle school quad area and restroom access. In the event a facility previously allocated to Facility User needs to be used by the District or a permit applicant, the District shall make good faith and reasonable efforts to provide

alternative, available space for Facility User's originally scheduled use, which Facility User shall not unreasonably refuse. For purposes of this section, "Distance Learning" is defined as a method of instructional delivery that enables learning to take place remotely via Zoom or other online communication technologies. In the event any governmental statute, order, regulation, rule, or equivalent restricts or prevents the use of any Premises and Facility User staff elects to provide Distance Learning as an alternative, District shall make good faith and reasonable efforts to provide alternative, available space for Facility User to provide Distance Learning, which Facility User shall not unreasonably refuse;

5.1.5. Provide Wi-Fi connections, access and necessary passwords requested by Facility User;

5.1.6. Provide contact information for the District's Technology Department who shall be reasonably available during normal business hours to provide assistance and support. In the event of Distance Learning, the Technology Department will make its best efforts to provide regular services to Facility User; and

5.1.7. Designate principals at School Sites to supervise and monitor the Program. The principals, or their designee(s), shall hold regular monthly meetings, beginning at the commencement of the school year, with the Site directors/program coordinators for the Program, on a date mutually agreeable to the Parties, and/or at such times mutually agreed upon;

5.1.8. Instruct principals or District nurses at School Sites to promptly notify Facility User if their staff was exposed to a District employee who has tested positive for Covid-19;

5.1.9. Instruct School Site principals to encourage District staff to attend the Program's open house and other special events, complete an annual survey regarding the Program, and distribute Program newsletters;

5.1.10. Provide daily nutritional snacks to students attending the Program in conformance with the nutrition standards in California Education Code Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2;

5.1.11. Designate District personnel to compile any relevant data, as determined by the District, required for the State's "Outcome Based Data Evaluation";

5.1.12. Participate in the assessment, planning, and improvement stages of the California Department of Education's ("CDE") Quality Improvement Process for Expanded Learning Programs;

5.1.13. The District received, for the 2020-2021 fiscal year, $1,901,134.20 in ASES Grant funds. District shall reimburse Facility User from grant funds and other funds as identified in Exhibit A, in an amount not to exceed $182,400.00. Facility User will invoice District separately by funding source upon completion of services and proper supporting documentation must be attached.

5.1.14. Incorporate the Program into the Emergency Operation Plans (EOP) at each School Site, and communicate emergencies with Facility User staff;

5.1.15. Share with Facility User staff the Grant award letter and scheduled Federal Program Monitoring (FPM) for Before and After School Programs (BASP); and

5.1.16. Comply with all other applicable requirements of the After School Education and Safety Program as codified in Education Code Sections 8482 - 8484.65.

5.2. District and Facility User Liaison Responsibility. The District and Facility User Liaison shall be responsible for the following:

5.2.1. Attend quarterly meetings on a date mutually agreeable to the Parties, or at such times mutually agreed upon ("Liaison Meeting"). Either Party may request an additional or fewer Liaison Meeting, as needed, and the Parties shall cooperate to satisfy those requests;

5.2.2. Provide input to District and Facility User on information obtained from the Liaison Meetings required for the Program, including, but not limited to the Program Plan that is due every two (2) years, beginning in November, and the Access Plan; and

5.2.3. Work together to develop and refine the Available Facility Use List, attached hereto as Exhibit A, which may be updated from time to time to incorporate additional facilities at each School Site depending on Program needs. Changes and additions to the Facility Use List shall be agreed to in writing between the Parties and approved by the District's Superintendent or designee, and Facility User principal with approval authority.

5.3. Facility User Responsibility. Facility User's primary responsibilities relating to the Grant and administering the Program with Grant funds are as follows:

5.3.1. Provide expanded learning activities including, but not limited to the following: homework assistance, CHARACTER COUNTS!, Development Program, SPARK Active Recreation Program, STEAM, and 21st Century Skills Program. During periods of distance learning, expanded learning activities shall be provided in a social distance format. This shall also include the duty to provide virtual activities, homework assistance, and focus on social emotional learning;

5.3.2. Commence the Program immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day;

5.3.3. Ensure that the Program maintains a student to staff ratio of no more than 20 to 1;

5.3.4. Provide information to the CDE for the purpose of Program evaluation pursuant to Education Code Section 8483.55;

5.3.5. Participate in the assessment, planning, and improvement stages of the CDE's Quality Improvement Process for Expanded Learning Programs;

5.3.6. Provide ongoing training of Program staff members each school year. This shall include sharing information with the District on trainings, when applicable;

5.3.7. Establish recruitment and hiring procedures for Program staff. The policies shall cover the following topics: advertisement of open positions, participation in job fairs, review of applications, testing and interviews, onboarding, ongoing supervision and training;

5.3.8. Monitor staff hours against weekly and annual limits;

5.3.9. Review staff schedules and hours;

5.3.10. Submit time cards for processing;

5.3.11. Designate Facility User personnel to serve as the Facility User Liaison between the Parties;

5.3.12. Collect after school program approval signatures from the School Site principals and District Superintendent, as needed;

5.3.13. Manage the student enrollment processes, including re-enrollment, open enrollment, and waitlist;

5.3.14. Designate Site directors/program coordinators, who shall meet with each School Site principal, or their designee, on a regular monthly basis, beginning at the commencement of the school year, on a date mutually agreeable to the Parties, or at such times mutually agreed upon;

5.3.15.. Report major incidents with students and parents to the School Site principal. Major incidents shall include but are not limited to the following: student injuries where 911 was called, a student making a threat to themselves or others, and damage to District property;

5.3.16. Promptly notify School Site principal, District Liaison and District nurse, if a Facility User staff member has tested positive for Covid-19;

5.3.17. Implement the County of Los Angeles Department of Public Health "Protocol for Programs Providing Day Care for School-Aged Children," in addition to any federal, State and local Covid-19 mandates, guidelines, and/or regulations;

5.3.18. Submit student attendance reports bi-annually to the State's online ASSIST system;

5.3.19. Submit attendance revisions for District's attendance audit;

5.3.20. Review Program plans on a yearly basis;

5.3.21. Maintain documentation/records of the Program for a minimum of five (5) years pursuant to section 5.5 below;

5.3.22. Comply with all other requirements of the After School Education and Safety Program as codified in Education Code Sections 8482 - 8484.65.

5.4. Onsite Visits. Facility User must coordinate with the District's schedule and access requirements for any periodic on-site visits and inspections conducted pursuant to the Project Grants. The District will reasonably cooperate to make its personnel available if required for such visits or inspections.

5.5. Accounting System. District and Facility User shall be responsible for maintaining an accounting system that satisfies the requirements of the Project Grants and that shall accomplish the following, consistent with the requirement of the Project Grants and nonprofit accounting practices:

5.5.1. Accurately reflects fiscal transactions with the necessary controls and safeguards;

5.5.2. Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, and evidence of payment; and

5.5.3. Provides accounting data so the total cost of each individual project can be readily determined.

6. TITLE TO PREMISES. The Parties acknowledge that title to the Premises is held by District. Facility User shall make no structural modifications to the Premises or other District property or make any improvements to the Premises or other District property without prior written consent from the District.

7. SECURITY AND SUPERVISION.

7.1. Facility User shall train and provide an adequate number of competent personnel to supervise the Permitted Use on the Premises. No less than two (2) adults shall be present at all times during Facility User's use as described in Exhibits A and B. Facility User shall utilize its best efforts to enforce all of the District's rules, regulations and policies while supervising activities or programs on the District's Premises.

7.2. The school building administrator or District Director/Operations Support Services is authorized to require appropriate security and supervision of all activities held in District facilities.

8. CUSTODIAL SERVICES. District shall provide custodial services to the Premises in the same manner as to other District property.

9. MAINTENANCE AND REPAIRS.

9.1. Subject to the express maintenance and custodial obligations of District set forth herein, Facility User shall maintain, at its cost, the Premises in a good condition consistent with the condition existing at the time of delivery. Facility User acknowledges and accepts that the Premises are provided in "AS IS" condition. District shall keep and maintain the structural elements of the buildings, as hereinafter defined, on the Premises in reasonably good condition and repair and in any event at least in a condition substantially similar to that existing at the time Facility User takes possession of the Premises excepting normal wear, tear, and

damage by casualty unless a state of disrepair is due to willful or negligent actions of Facility User, its agents or clients, in which case necessary repairs or replacement shall be charged to Facility User. District and Facility User shall cooperate to document "AS IS" condition within thirty (30) days of executing this Agreement.

9.2. District makes no representations or warranties as to the condition of any buildings or their compliance with ADA or other regulations or laws existing on the Premises as of the commencement of the Term of this Agreement.

9.3. District shall not be required to maintain, repair or replace the interior spaces including the interior surface of exterior walls. If District is required to perform maintenance that is not District's obligation, Facility User shall reimburse District, as Additional Payment within thirty (30) days after receipt of billing, for the cost of such maintenance and repairs which are the obligation of Facility User hereunder; provided, however, that Facility User shall not be required to reimburse District for the cost of repairs of the structural elements of a building unless such repair is required because of the negligence of willful misconduct of Facility User or its employees, agents, or invitees in which event necessary repairs or replacements shall be charged to Facility User, its agents or clients as Additional Payment.

9.4. As used in this Agreement, the term "structural elements of the building" is defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof including roof membrane and skylights. Plumbing, electrical, air conditioning, and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal, in which case these repairs shall be the responsibility of the Facility User.

9.5. District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this section. Facility User hereby expressly waives the provisions of sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of said Civil Code.

9.6. Damages. Facility User shall be responsible for damage occurring during its use of the Premises to the extent provided in the section below titled "Indemnification."

10. FACILITY USER'S PROPERTY AND RIGHTS. District shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall District be liable for any damage to personal property used or left on the Premises or any surrounding District property by Facility User or its

employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary.

11. DISTRICT'S ENTRY AND ACCESS TO PREMISES. District and/or its agents or employees shall have the right to enter the Premises at any time for any purpose, including but not limited to inspection, maintenance, or posting of reasonable signs or notices to protect the right of the District.

12. INDEMNIFICATION. To the fullest extent permitted by California law, Facility User shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from and against any and all loss, liability, damage, expense, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs (collectively "Claims"), as well as any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of Facility User, and damage to property, including property of either Party, arising out of or in connection with intentional, willful wanton, reckless, or negligent conduct resulting from the operation, condition, or occupancy of the Premises, or any activities of Facility User related to this Agreement. If any Claims are brought against Indemnified Parties, Facility User shall defend Indemnified Parties at Facility User's expense, provided that Indemnified Parties promptly notify Facility User of any such claim, judgment or proceeding in writing and tenders its defense to Facility User. District shall have the right to accept or reject any legal representation Facility User proposes to defend Indemnified Parties. District agrees to cooperate with Facility User as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

13. INSURANCE.

13.1. Facility User shall obtain insurance from insurer(s) with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Facility User shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

13.2. Facility User acknowledges that the insurance to be maintained by District on the Premises will not insure any of Facility User's property or improvements made by Facility User.

13.3. Facility User shall, at Facility User's expense, obtain and keep in force at all times during the term of this Agreement a policy of commercial general liability insurance, an Excess liability/umbrella policy, employer's liability insurance, a sexual abuse or molestation policy and a comprehensive auto liability policy insuring District and the District's Indemnitees as additional insureds against claims liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises

and all areas appurtenant thereto, including parking areas. Facility User's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned.

13.4. Facility User's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars ($1,000,000) for bodily injury or death, property damage, products-completed operations, and personal & advertising injury as a result of any one occurrence, and Two Million dollars ($2,000,000) general aggregate policy limit.

13.5. Facility User's comprehensive auto liability policy shall be for an amount no less than One Million dollars ($1,000,000) for bodily injury or property damage.

13.6. Facility User's employer's liability insurance for an amount no less than One Million dollars ($1,000,000) for bodily injury or disease.

13.7. Facility User's sexual abuse or molestation policy shall be for an amount no less than Three Million dollars ($3,000,000) for sexual abuse or bodily injury.

13.8. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Facility User shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

13.8.1. Not be canceled or altered without thirty (30) days' prior written notice to District;

13.8.2. State the coverage is primary and any coverage by District is in excess thereto;

13.8.3. Contain a cross liability endorsement; and

13.8.4. Include a separate endorsement naming the District and the District's Indemnitees as additional insureds.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Facility User shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

13.9. The procuring of such required policy or policies or insurance shall not be construed to limit Facility User's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies or insurance, Facility User shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.

13.10. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

13.10.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Facility User sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Facility User shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance Facility User or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Facility User shall be charged to Facility User.

13.11. During the Term, Facility User shall comply with all provisions of law applicable to Facility User with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Facility User's occupancy of the Premises, Facility User shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

14. ASSIGNMENT, SUBLETTING AND SUBCONTRACTING. Facility User shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet or otherwise encumber all or any part of Facility User's interest, rights, duties, or privileges in this Agreement or in the Premises without obtaining the prior written consent of District in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of District, shall immediately terminate this Agreement; provided, however, that District shall not unreasonably withhold, condition or delay its consent. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of District, shall relieve Facility User of its obligation to make payments and to perform all of the other obligations to be performed by Facility User hereunder. The acceptance of payment by District from any other person shall not be deemed to be a waiver by District of any provisions of this Agreement or consent of any assignment, subletting, subcontracting or other transfer. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer.

15. TAXES AND ASSESSMENTS. Should any possessory interest tax, other personal property or real property tax, or assessment whatsoever be assessed against the District as a result of this Agreement, the Facility User agrees to and shall pay all such foregoing taxes and assessments and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of such payment to the District within five (5) days after such payment is made.

16. SIGNS. Facility User may, at Facility User's sole cost, have the right and entitlement to place a sign or label on the Premises to advertise Facility User's use or Permitted Use, provided Facility User obtains the written approval and consent of the District's site administrator or Chief Business Officer/Business Services prior to placement. Any signs or labels shall comply with the local ordinances pertaining thereto. Throughout the Term, Facility User shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the Effective Date or Termination of this Agreement, Facility User shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of Facility User's signs at Facility User's sole cost.

17. NOTICES. Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

TO DISTRICT:
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
Attn: Christina Aragon
Telephone: (562) 469-6520
Email: caragon@dusd.net

TO FACILITY USER:
Sports for Learning, Inc.
3580 E. Pacific Coast Highway,
Unit 11
Long Beach, CA 90804
ATTN: Nick Telford
Telephone: 760-687-3764
Email: nick@sportsforlearning.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

18. JOINT AND SEVERAL LIABILITY. If Facility User is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Facility User hereunder.

19. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. ENTIRE AGREEMENT OF PARTIES. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

21. CALIFORNIA LAW. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

22. COMPLIANCE WITH ALL LAWS AND DISTRICT POLICIES.

22.1. Facility User shall at Facility User's expense comply with all applicable federal, state and local laws, regulations, and ordinances, affecting the Premises, including but not limited to District BP 1221 and AR 1221 on Use of School Facilities. Facility User shall also comply with any and all laws, statutes and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) ("Environmental Laws").

22.2. The judgment of a court of competent jurisdiction, or Facility User's admission in an action or a proceeding against Facility User, whether the District is a party to it or not, that Facility User has violated any law or regulation or ordinance in its use of the Premises shall be considered conclusive evidence of that fact as between the District and Facility User. If Facility User fails to comply with any law, regulation or ordinance, the District reserves the right to take necessary remedial measures at Facility User's expense, for which Facility User agrees to reimburse the District on demand.

22.3. Facility User shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Facility User or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Facility User shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, sections 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section 14 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

22.4. The Parties will promptly notify each other in writing if a Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. The Parties shall promptly provide copies to each other of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. The Parties shall promptly supply each other with copies of all notices, reports, correspondence, and submissions made by a Party to the United States

Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. The Parties shall promptly notify each other of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

22.5. Facility User shall indemnify, defend (by counsel reasonably approved in writing by the other Party), protect, release, save and hold harmless the District from and against any and all Claims arising from any breach by Facility User of its covenants under this section.

23. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY. It is understood and recognized by Facility User that the Premises, of which the Premises is a part, will be used by other parties, including District. District and Facility User shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security measures. Facility User agrees to promptly respond to concerns relating to use of the Premises expressed by District, City, or neighbors of the Premises.

24. NONDISCRIMINATION. Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.

25. WAIVER. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed by the Parties in counterparts, and all counterparts together shall be construed as one document.

28. CAPTIONS. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.

29. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

30. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

31. **MODIFICATIONS.** This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both Parties. The Parties' respective Boards or authorized person must approve in writing this Agreement and Exhibits and any changes or modifications thereto

32. **AUTHORITY TO SIGN AGREEMENT.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

Dated: March 26, **2021**	**Dated:** March 25rd, **2021**
DOWNEY UNIFIED SCHOOL DISTRICT ("District")	**SPORTS FOR LEARNING, INC. ("Facility User")**
By: _____	**By:** _____
Print Name: Christina Aragon	**Print Name:** NICK TELFORD
Print Title: Assistant Superintendent	**Print Title:** CEO

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Exhibit A

DESCRIPTION OF PREMISES & PERMITTED USE

1. SCHOOL SITES. The following School Sites are available for facility use under ASES Grant funds:

   Griffiths Middle (9633 Tweedy Lane, Downey, CA 90240)

   Stauffer Middle (11985 Old River School Road, Downey, CA 90242)

   Sussman Middle (12500 Birchdale Avenue, Downey, CA 90242)

2. SCHOOL SITES. The following School Sites are available for facility use under other funds:

   Doty Middle School (10301 Woodruff Avenue, Downey, CA 90241)

Exhibit B

DESCRIPTION OF PROGRAM/PERMITTED USE

The Sports for Learning Program offers a variety of before and after school enrichment opportunities for District students. The program consists of indoor and outdoor activities that include a daily nutrition, fitness, tutoring and enrichment component that includes, but is not limited to, support of expanded learning in the areas of reading, math, arts, cooperative learning, leadership and character development.

Exhibit C

STATEMENT OF INFORMATION

The undersigned states that to the best of his or her knowledge the actual property(ies) for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That Facility User, the organization on whose behalf he or she is making application for use of school property does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under penalty of perjury.

Signature

(Print Name)

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Exhibit D

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Facility User currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of the Facility User.

NT (Initial) The Facility User has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Facility User's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Facility User's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Name: NICK TELFORD

Title: CEO

Facility User's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Facility User.

Facility User is responsible for providing all of its employees, Subcontractors, and employees of Subcontractors who will be coming into contact with District pupils, name badges that are to be worn and visible at all times. The name badge shall display the Facility User's name, the employee's first and last name and a color photograph of the employee.

Date: 03/23/2021

Proper Name of Facility User: SPORTS FOR LEARNING (NICHOLAS TELFORD)

Signature:

Print Name: NICHOLAS TELFORD

Title: CEO

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II. 14. APPROVE Agreement for Architectural Services with PBK-WLC Architects, Rancho Cucamonga, for the Ward Elementary School Fire Alarm Upgrade Project, in the amount of $37,800.00, to be charged to Measure O Bond Funds.

Supporting Documents

scan0631

AGREEMENT FOR ARCHITECTURAL SERVICES
BY AND BETWEEN
DOWNEY UNIFIED SCHOOL DISTRICT AND
PBK-WLC ARCHITECTS FOR
WARD ELEMENTARY SCHOOL – FIRE ALARM UPGRADE PROJECT

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CERTIFICATES

This Agreement for Architectural Services is made as of the 20th day of April 2020, between the **Downey Unified School District**, a California public school district, ("**District**") and **PBK-WLC Architects,** a California corporation ("**Architect**") (individually a "**Party**" and collectively the "**Parties**"), for the following project ("**Project**"):

> Ward Elementary School Fire Alarm Upgrade, located at 8851 Adoree Street, Downey, CA 92042, as further described in the Project Scope attached hereto as **Exhibit A**.

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

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

Article 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 2. Scope, Responsibilities, and Services of Architect

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

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

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

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

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

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

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

2.5.3. Americans with Disabilities Act.

2.5.4. Education Code of the State of California.

2.5.5. Government Code of the State of California.

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

2.5.7. Public Contract Code of the State of California.

2.5.8. U. S. Copyright Act.

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

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

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

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

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

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

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

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

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

services as provided by District:

2.13.1. Ground contamination or hazardous material analysis.

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

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

2.13.4. Historical significance report.

2.13.5. Soils investigation.

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

2.13.7. Topographic surveys of existing conditions.

2.13.8. State and local agency permit fees.

2.13.9. Commissioning Agent and Reports.

2.13.10. Testing and Inspection.

Article 3. Architect Staff

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

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

Architect's Principals:	Architect's Consultants:
Principal in Charge: Gilbert Baez Project Director: Rex Wang Project Architect(s): Tom Preston Other:	

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

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

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

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

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

Article 4. Schedule of Services / Term

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

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

Article 5. Construction Cost Budget

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

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

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

- The lowest responsive base bid received exceeds the Construction Cost Budget by ten percent (10%) or more; or
- The combined total of base bid and all additive alternates is ten percent (10%) or more below the Construction Cost Budget; or
- The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy;

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

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

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

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

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

Article 6. Fee and Method of Payment

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

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

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

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

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

Article 7. Payment for Extra Services or Changes

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

Article 8. Ownership of Data

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

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

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

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

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

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

8.5.2. One (1) set of non-fixed image CADD drawing files in DWG format of plans developed for the Project as of the date of termination, including, without limitation, any architectural, plumbing, structural mechanical and electrical files; roof plan(s); sections and exterior elevations of the Project.

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

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

Article 9. Termination of Agreement

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

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

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

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

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

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

this Agreement by giving written notice.

Article 10. Architect Indemnity

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

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

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

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

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

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

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

Article 11. Mandatory Mediation for Claims

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

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

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

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

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

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

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

Article 12. Fingerprinting

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

Article 13. Responsibilities of the District

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

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

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

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

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

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

Article 14. Liability of District

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

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

Article 15. Nondiscrimination

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

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

Article 16. Insurance

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

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

Article 17. Covenant Against Contingent Fees

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

Article 18. Entire Agreement/Modification

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

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

Article 19. Non-Assignment of Agreement

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

Article 20. Law, Venue

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

20.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 21. Alternative Dispute Resolution

21.1. **Architect's Invoices.**

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

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

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

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

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

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

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

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

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

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

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

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

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

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

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

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

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

Article 24. Warranty and Certification of Architect

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

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

24.3. Architect warrants and certifies that it is aware of the provisions of California Labor Code that require

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

Article 25. Cost Disclosure - Documents and Written Reports

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

Article 26. Notices and Communications

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

District:	**Architect:**
Downey Unified School District	PBK-WLC Architects
11627 Brookshire Ave	8163 Rochester Ave., Suite 100
Downey, CA 90241	Rancho Cucamonga, CA 91730
Attn: Vince Madsen	Attn: Gilbert Baez
Telephone: (562)469-6707	Telephone: (909)937-9200

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

Article 27. Disabled Veteran Business Enterprise Participation

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

Article 28. District's Right to Audit

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

28.2. The District's Audit Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines are necessary to discover and verify that the Architect is in compliance with the requirements of this Agreement.

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

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

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

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

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

Article 29. Other Provisions

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

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

29.3. The Architect shall issue a credit to the District as an offset to the Architect's Fee, an amount equal to one hundred percent (100%) of the tax deduction and/or credit the Architect receives, if any, based on the Project per Internal Revenue Code Section 179(D) (The energy efficient commercial buildings deduction).

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

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

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

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

Dated:	April 20, 2021	Dated:	March 29, 2021
Downey Unified School District		**PBK-WLC Architects**	
By:		By:	
Print Name:	Christina Aragon	Print Name:	Marco Eacrett, AIA
Print Title:	Assoc. Supt. Bus. Svcs.	Print Title:	Partner

EXHIBIT A

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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

- Design for demolition of existing fire alarm systems for all buildings and portable buildings on campus.
- Design for installation of new fire alarm system for all buildings and portable buildings on campus.
- All coordination and documentation required for approval process with DSA.

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

1. BASIC SERVICES

Architect agrees to provide the services described below:

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

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

1.2.1. Physical characteristics;

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

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

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

1.2.5. Adjacent drainage;

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

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

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

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

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

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

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

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

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

1.5. **Mandatory Assistance**

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

The District will compensate the Architect for fees incurred for providing Mandatory Assistance as Extra Services under Exhibit B. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of the Architect, its agents, officers, and employees, the Architect shall reimburse the District. The District is then entitled to reimbursement of all fees paid to the Architect, its agents, officers, and employees for Mandatory Assistance.

1.6. **Oversight and Inspection Requirements**

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

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

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

2. PRE-DESIGN AND START-UP SERVICES

2.1. **Project Initiation**

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

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

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

2.2. **Development of Architectural Program**

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

2.2.1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional

needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.

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

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

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

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

2.2.6. Construction Cost Budget

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

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

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

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

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

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

2.2.6.1.6. Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall

provide input and feedback into the development of the Construction Cost Budget.

2.2.6.2. The Construction Cost Budget for the Project at this stage must at no point exceed the District's Project Budget allocation for construction, unless approved in writing by the District. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

2.3. **Presentation**

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

2.4. **Deliverables and Numbers of Copies**

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

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

2.4.2. Two copies of Site Plan;

2.4.3. Two copies of revised Construction Cost Budget;

2.4.4. Two copies of final Schedule of Work;

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

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

2.5. **Meetings**

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

3. SCHEMATIC DESIGN PHASE

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

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

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

3.3. **Architectural**

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

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

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

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

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

3.4. **Structural**

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

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

3.5. **Mechanical**

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

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

3.5.3. Show selected system on drawings as follows:

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

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

3.5.3.3. Schematic piping.

3.5.3.4. Temperature control zoning.

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

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

3.6. **Electrical**

3.6.1. Calculate overall approximate electrical loads.

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

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

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

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

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

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

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

3.7. **Civil**

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

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

3.7.3. Coordinate finish floor elevations with architectural site plan.

3.8. **Landscape**

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

3.9. **Specifications**

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

3.10. **Construction Cost Budget**

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

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

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

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

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

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

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

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

3.11. **Meetings**

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

3.12. **Deliverables and Numbers of Copies**

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

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

3.12.2. Two copies of meeting Reports/Minutes;

3.12.3. Two copies of Schematic Design Package with alternatives;

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

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

3.13. **Presentation**

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

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

3.14. **District Sign Off**

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

4. DESIGN DEVELOPMENT PHASE

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

4.1. **Architectural**

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

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

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

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

4.1.5. Legend showing all symbols used on drawings.

4.1.6. Further refinement of Outline Specification for electrical and low voltage manuals, systems and equipment.

4.1.7. Typical reflected ceiling development including showing:

4.1.7.1. Light fixtures.

4.1.7.2. Ceiling registers or diffusers.

4.1.7.3. Access Panels.

4.2. **Electrical / Low Voltage**

4.2.1. All Fire Alarm fixtures should be located and scheduled showing all types and quantities of fixtures to be used for each usable space.

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

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

4.2.4. Legend showing all symbols used on drawings.

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

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

4.3. **Bid Documents**

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

4.4. **Construction Cost Budget**

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

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

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

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

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

4.5. **Deliverables and Numbers of Copies**

4.5.1. Two hard copies of Design Development drawing set and one digital copy from all professional disciplines necessary to deliver the Project;

4.5.2. Two hard copies and one digital copy of Specifications;

4.5.3. Two hard copies and one digital of revised Construction Cost Budget;

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

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

4.6. **Meetings**

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

4.7. **District Sign Off**

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

5. CONSTRUCTION DOCUMENTS PHASE

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

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

5.1.1. General

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

5.1.2. Architectural

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

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

5.1.2.3. Architectural details and large blow-ups started.

5.1.2.4. Fixed equipment details and identification started.

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

5.1.3. Electrical / Low Voltage

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

5.1.3.2. All electrical equipment schedules started.

5.1.3.3. Special system components approximately located on plans.

5.1.3.4. Complete design of low voltage system. Low voltage system includes fire alarm system.

5.1.4. Construction Cost Budget

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

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

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

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

5.1.5. Specifications

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

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

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

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

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

5.1.5.3. Specifications shall be in CSI format.

5.1.6. Deliverables and Numbers of Copies

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

5.1.6.1. Two copies of reproducible copies of working drawings;

5.1.6.2. Two copies of specifications;

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

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

5.1.7. **District Sign Off**

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

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

5.2.1. Architectural

5.2.1.1. Completed site plan.

5.2.1.2. Completed floor plans, elevations, and sections.

5.2.1.3. Architectural details and large blow-ups completed.

5.2.1.4. Fixed equipment details and identification completed.

5.2.1.5. Reflected ceiling plans completed.

5.2.2. Electrical / Low Voltage

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

5.2.2.2. All electrical equipment schedules completed.

5.2.2.3. Special system components plans completed.

5.2.2.4. Electrical load calculations completed.

5.2.3. Construction Cost Budget

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

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

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

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

5.2.4. Specifications

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

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

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

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

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

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

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

5.2.4.6. Specifications shall be in CSI format.

5.2.5. Constructability Review

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

5.2.6. Deliverables and Numbers of Copies

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

5.2.6.1. Two copies of reproducible copies of working drawings;

5.2.6.2. Two copies of specifications;

5.2.6.3. Two copies of engineering calculations;

5.2.6.4. Two copies of revised Construction Cost Budgets;

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

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

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

5.2.7. **District Sign Off**

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

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

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

5.3.1. **Approval of Construction Documents**. Architect shall obtain all necessary approvals for the Construction Documents for the Project from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work depicted in the Construction Documents, including without limitation, approvals by DSA. Architect shall revise the Construction Documents as required by DSA or other governmental agencies to obtain their respective approvals of the Construction

Documents. Except for the Architect's fees (which are included in the Contract Price for Basic Services) incurred in obtaining the approvals or preparing revisions pursuant to the foregoing, the District shall pay all other costs or fees necessary for obtaining the approvals.

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

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

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

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

5.3.4. **District Sign Off**

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

5.4. **Meetings**

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

6. BIDDING PHASE

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

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

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

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

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

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

6.6. Attend bid opening.

6.7. Coordinate with Consultants.

6.8. Respond to District questions and clarifications.

6.9. Deliverables and Number of Copies

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

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

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

6.9.3. Upon completion of the Bidding Phase, Architect shall produce a Conforming Set of plans and specifications incorporating all addenda issued thus far. Architect shall supply District with (1) electronic set of plans in AutoCAD or compatible set, one (1) electronic set of plans in PDF file format one (1) electronic copy of the conforming specifications in Microsoft Word.

7. CONSTRUCTION ADMINISTRATION PHASE

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

7.1. The Architect's responsibility to provide basic services for the Construction Phase under the Agreement commences with the award of the contract for construction and terminates upon satisfactory performance and completion of all tasks in this phase and commencement of the Closeout Phase or upon the District's terminating the Agreement, whichever is earlier. While Architect shall work as many hours as necessary to complete Construction Contract Administration Phase services, Architect agrees that **at a minimum** it will dedicate four (04) hours per week to the Project through the duration of the Construction Contract Administration Phase.

7.2. **Change Orders**

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

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

7.3. **Submittals**

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

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

7.3.3. The Architect's action upon contractor's submittals shall be taken as expeditiously as possible so as to cause no unreasonable delay in the construction of the Project or in the work of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) business days from its receipt by the Architect, unless the complexity of the submittal warrants a longer time period for the review to be mutually agreed upon by both parties. Architect's response to each submittal shall be a substantive and acceptable response. This 10-day time period shall not include time when a submittal is within the District's control or if the submittal is being reviewed by DSA. In no way does this provision reduce the Architect's liability if it fails to prepare acceptable documents.

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

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

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

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

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

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

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

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

7.7.1.4. Verify the completeness of operations and maintenance materials.

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

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

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

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

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

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

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

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

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

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

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

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

7.12.3. **Final Payment**. The Architect shall review, evaluate and certify for payment the Project contractor(s)'s application for final payment. The Architect shall review and respond to the Project contractor(s)'s application for final payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule or regulation.

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

7.13. **Deliverables and Number of Copies**

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

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

7.13.2. Two copies of observation reports;

7.13.3. Two copies of weekly meeting reports.

7.14. **Meetings**

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

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

8. CLOSEOUT PHASE

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

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

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

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

8.1.4. Architect shall obtain all required DSA approval on all CCDs and any other changes that require DSA approval.

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

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

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

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

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

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

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

8.3. **Deliverables and Number of Copies**

8.3.1. Punch lists for each site;

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

8.4. **Meetings**

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

9. MEETINGS / SITE VISITS / WORKSHOPS

9.1. Architect shall attend, take part in, and, when indicated, conduct meetings, site visits and workshops, as indicated below. Architect shall chair, conduct and take minutes of all meetings Architect attends (excluding Governing Board meetings and Citizens' Bond Oversight Committee

meetings). Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings. The approximate number of meetings below is an estimated requisite to adequately achieve the indicated meeting objective. THE EXACT NUMBER OF MEETINGS REQUIRED TO ACCOMPLISH THE MEETING OBJECTIVES WILL BE BASED ON THE ARCHITECTURAL TEAM'S PERFORMANCE. ADDITIONAL MEETINGS OR FEWER MEETINGS MAY BE HELD, AS NECESSARY, TO ACHIEVE THE MEETING OBJECTIVES, BUT AT NO ADDITIONAL COMPENSATION TO THE ARCHITECT.

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

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

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

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

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

9.3. **Meetings During Project Initiation Phase (One (1) meeting)**

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

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

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

9.3.1.3. During this meeting, the Architect shall:

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

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

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

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

9.4. **Initial Site Visits (One (1) meeting)**

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

9.5. **Meetings During Architectural Program (One (1) meeting)**

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

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

9.6. **Meetings During Schematic Design Phase (Three (3) meeting (s))**

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

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

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

9.6.1.3. District shall provide input and requirements;

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

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

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

9.6.2. Architect shall conduct approximately One (1) District-Architect Coordination meeting, one every 2 weeks, throughout the Schematic Design Process.

9.6.3. Architect shall conduct approximately One (1) Design Committee meeting throughout the Schematic Design Process.

9.7. **Meetings During Design Development Phase (Two (2) meeting (s))**

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

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

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

9.7.2. **Value Engineering Workshop (One (1) meeting)**

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

9.8. **Meetings During Construction Documents Phase (Two (2) meeting (s))**

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

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

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

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

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

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

9.9. **Meetings During Bidding Phase (Two (2) meeting (s))**

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

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

9.10. **Meetings During Construction Administration Phase**

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

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

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

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

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

9.12. **Governing Board Meetings**

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

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job Title	**Hourly Rate**
Principal in Charge	$225
Project Coordinator	$130
Arch. Designer	$115
Project Manager – Engineer	$235
Technology Engineer	$210

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

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

EXHIBIT C

SCHEDULE OF WORK

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

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

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

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

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

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

EXHIBIT D

PAYMENT SCHEDULE

1. Compensation

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

Thirty-seven thousand eight hundred dollars ($37,800.00). For informational purposes only, the Fee is based on twelve- and one-half percent (12.5%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

Based on the OPSC Fee schedule as indicated here:

[OR]

_____ percent (_____%) of the Construction Cost Budget, including all Consultant(s)' fee(s).

[OR]

An amount equal to _____ percent (_____%) of the Construction Cost Budget. The estimated Construction Cost Budget at the time of execution of this Agreement is ___ _____dollars ($_____). therefore the estimated fee is _____ _____dollars ($_____). ($_____ x 0.____ = $_____ _____). The Fee shall adjust based on the Construction Cost Budget at the end of the Design Development Phase. At that time, the Parties shall set the Fee as a fixed fee based on the Construction Cost Budget at that time.

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

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

PERCENTAGE OF TOTAL FEE PER PHASE		
Phase		**Phase Amount**
Schematic Design Phase		10%
Design Development Phase		10%
Construction Documents Phase		35%
DSA Stamped Approval	5%	
Bidding Phase		5%
Construction Administration Phase		30%
Closeout Phase		10%
Generate Punch List	2%	
Sign Off On Punch List	2%	
Receive and Review All O&M Documents	2%	
Filing All DSA Required Closeout Documents	2%	
Receiving Final DSA Closeout, with Certification	2%	

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

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

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

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

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

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

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

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

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

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

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

3. Format and Content of Invoices

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

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

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

EXHIBIT E

INSURANCE REQUIREMENTS

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

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

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

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

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

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

   1.5. **Professional Liability**. This insurance shall cover the prime design professional and his/her liability arising from the services of consultant(s) with a minimum of one million dollars ($1,000,000) per occurrence limit and two million dollars ($2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars ($25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. **This policy can be on a claims-made basis**.

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

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

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

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

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

2.1. The District can accept the higher deductible; or

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

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

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

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

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

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

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

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

4.1. The District can accept the lower rating;

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

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

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

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

EXHIBIT F **DSA FORM PR 13-01**	**EXHIBIT G** **DSA FORM IR-A6**	**EXHIBIT H** **DSA FORM 3**

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION
(Public Contract Code section 3006)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") and PBK-WLC Architects ("Architect / Engineer") ("Contract" or "Project").

I Marco Eacrett, PBK-WLC
Name Name of Architect / Engineer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I Marco Eacrett, PBK-WLC
Name Name of Architect / Engineer

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I Marco Eacrett, PBK-WLC
Name Name of Architect / Engineer

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): PBK-WLC

Mailing address: 8263 Rochester Ave.,I Suite 100, Rancho Cucamonga, CA 92730

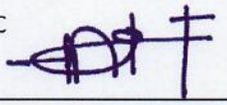
Addresses of branch office used for this Project: Same as above

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: March 29 21

Proper Name of Architect / Engineer: PBK-WLC

Signature: 

Print Name: Marco Eacrett

Title: Partner

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

PROJECT/CONTRACT NO.: _____ between **Downey Unified School District** ("District") and PBK-WLC Architects ("Architect / Engineer") ("Contract" or "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Architect / Engineer shall complete **ONLY ONE** of the following two paragraphs.

☐ 1. Architect / Engineer's total Fee is less than one million dollars ($1,000,000).

OR

X 2. Architect / Engineer's total Fee is one million dollars ($1,000,000) or more, but Architect / Engineer is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Architect / Engineer is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

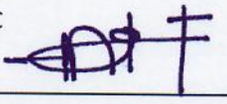
OR

☐ 3. Architect / Engineer's total Fee is one million dollars ($1,000,000) or more, but the District has given prior written permission to Architect / Engineer to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement**.

I certify that I am duly authorized to legally bind the Architect / Engineer to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: March 29 21

Proper Name of Architect / Engineer: PBK-WLC

Signature: 

Print Name: Marco Eacrett

Title: Partner

5.14 WARD ELEMENTARY SCHOOL EXISTING PLAN

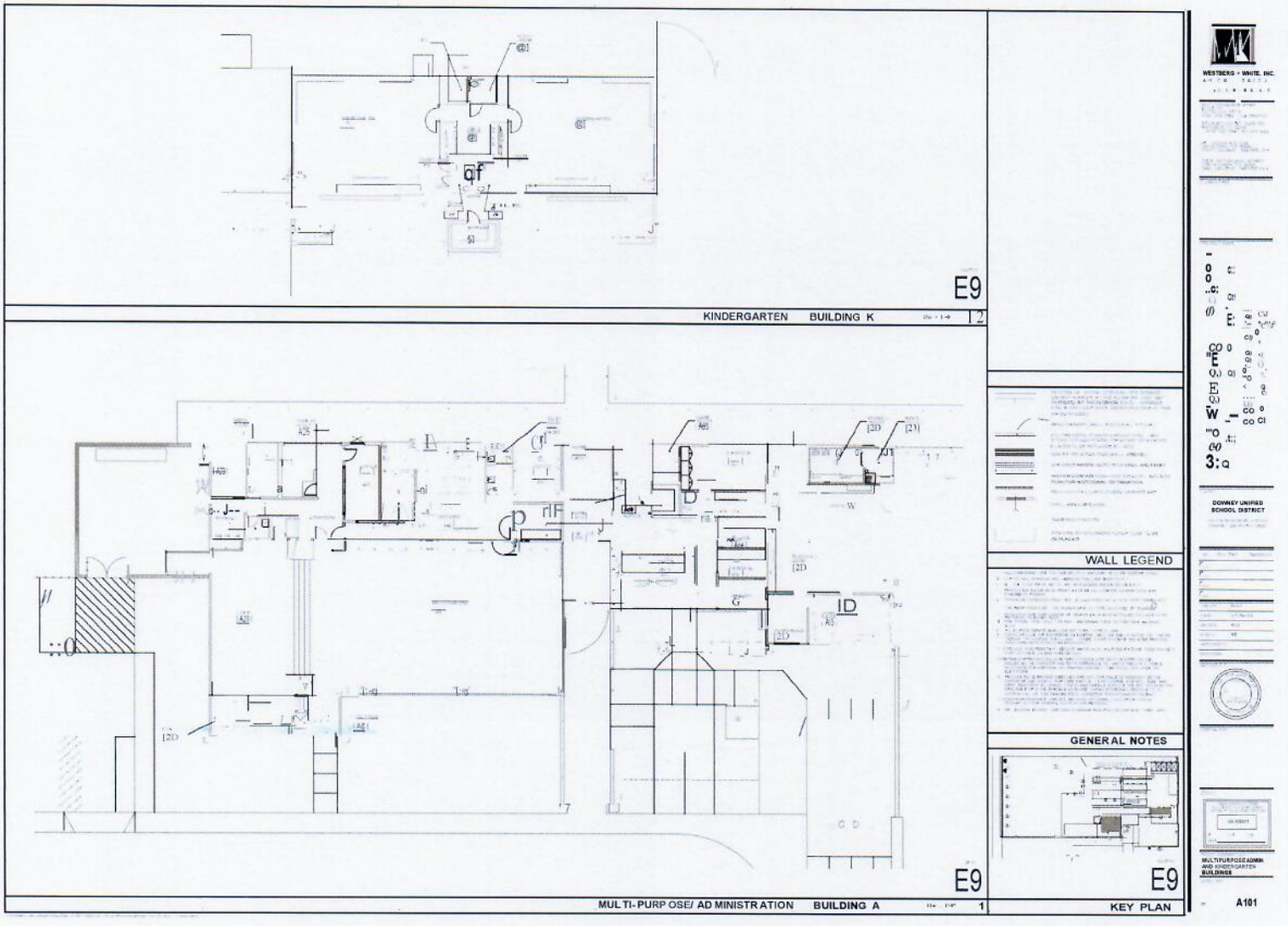


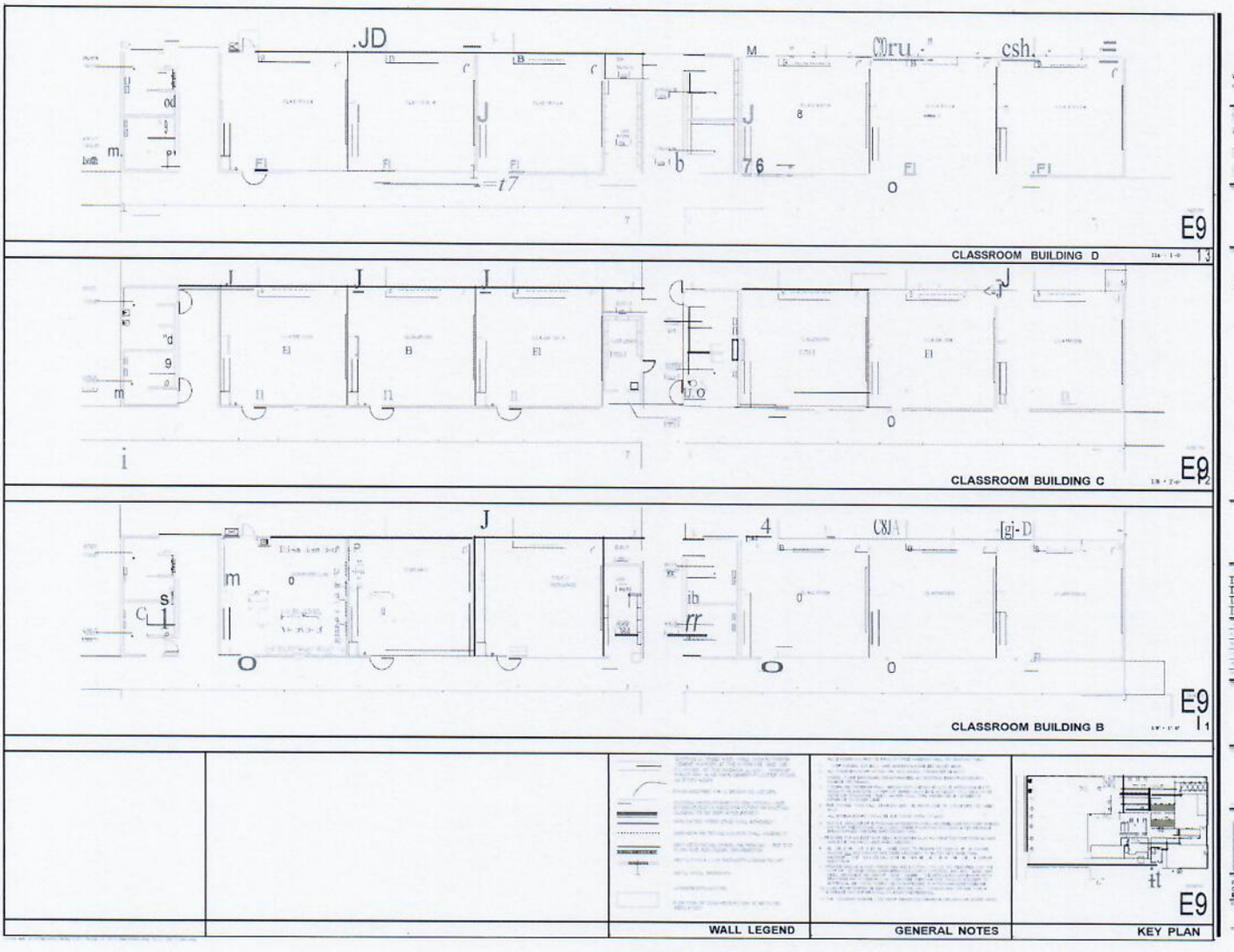
- Classrooms, CR
- Science & Art Lab
- Shared Spaces
- Admin / Faculty
  FW - Faculty Work, FL - Faculty Lounge
- Support Spaces
  X - Storage, T - Toilets, U - Utility, E - Electrical, D - Data, C - Custodial
- Play Fields
- Learning Courts
- Play Equipment
- Hardcourts
- Kinder Play
- Bungalows
- Main Entry

Teaching Stations:

Kindergarten, K	4	Resource Specialist, RSP	1
Transitional Kinder, TK	0	Special Day Class, SDC	1
1st - 3rd Grade	13	Special Education, SP.ED Intervention, INTV.	0 2
Science & Art Lab	0	Early Intervention, Early INTV.	0
Computer Lab	1	Occupational Therapy, OT	0
		Deaf/Hard of Hearing, DHH	2
		Title 1 / ELD	0
		Life Skills	0
		ASPIRE	0
		Open / Vacant	0
		Other (1-Storage, 1-Speech, 1-A, 1-Res)	4
Sub-total:	18	**Grand Total:**	**28**

40' 80' 160'
1" = 160'


E9
KINDERGARTEN BUILDING K
E9
MULTI-PURPOSE/ ADMINISTRATION BUILDING A
WALL LEGEND
GENERAL NOTES
E9
KEY PLAN
WESTBERG + WHITE, INC.
DOWNEY UNIFIED SCHOOL DISTRICT
MULTIPURPOSE ADMIN AND KINDERGARTEN BUILDINGS
A101


CLASSROOM BUILDING D
E9
CLASSROOM BUILDING C
E9
CLASSROOM BUILDING B
E9
WALL LEGEND
GENERAL NOTES
KEY PLAN
E9

SYMBOL	MODEL	MFGR	DESCRIPTION	C.S.F.M. #
	E3 SERIES	FCI	FIRE ALARM VOICE EVAC CONTROL UNIT	7165-1703.0125
rnEI	INI-VGX	FCI	TRANSPONDER VOICE GATEWAY	7165-1703.0125
	AM-50-70	FCI	AMPLIFIER	
[ ]EI	HPF24S6	FCI	FIRE ALARM SUPPLY PANEL	7315-1637.0102
	E3-LOC	FCI	REMOTE ANNUNCIATOR WITH MICROPHONE	7165-1703.0125
	FDB	SPACE AGE	FIRE ALARM DOCUMENTATION CABINET	7300-0553.0110
<|	XP95-P	FCI	PHOTOELECTRIC DETECTOR	7272-1703.0155
(!) A	XP95-T	FCI	ADDRESSABL E HEAT DETECTOR (ABOVE ACCESSIBLECEILINGU N.0.)	7270-1703.0156
	AOM-2RF	FCI	ADDR ESSABL E RELAY	7300-1703.0102
	AMM-4F	FCI	MONITOR MODULE	7300-1703.0102
	AOM-2SF	FCI	CONTROL SIGNAL MODULE	7300-1703.0102
1@I C§}:I Cd Cd	SPSCW/SPSW	SYSTEM SENSOR	CEILING/WALL SPEAK ER/STROBE	7320-1653.0201
fQ:IWP	SPRK	SYSTEM SENSOR	WALL SPEAKER (EXTERIOR)	7320-1653 .0201
0	EXISTING	EXISTING	(E) WATERFLOW	
	AMM-4F	FCI	MONITOR MODULE	7300-1703.0102
0	EXISTING	EXISTING	(E)T AMPER	
	AMM-4F	FCI	MONITOR MODULE	7300-1703.0102
[bl	MS-7	FCI	PULL STATION	7150-1703.0109

CONDUCTOR DESIGNATION	WIRE IN CONDUIT	CONDUCTOR DESIGNATION	WIRE IN CONDUIT UNDERGROUND/ WET LOCATION	CIRCUIT TYPE
Z	2 #16 UNSHIELD ED (W E ST PENN #D990)	ZU	2 #16 FPL UNSHIELD ED (W EST PENN #AQ-225)	INITIATING CIRCUIT
N	2 #12 THHN STRANDED	NU	2 #12 THWN STRANDED	AN CIRCUIT
P	2 #12 THHN STRANDED	PU	2 #12 THWN STRANDED	POWER CIRCUIT
C	2 #12 THHN STRANDED	CU	2 #12 THWN STRANDED	NETWORK CONTROL
S	2 #12 THHN STRANDED	SU	2 #12 THWN STRANDED	SPEAKER CIRCUIT

EXAMPLE: NUMBER OF CONDUCTOR PAIRS
CONDUCTOR DESIGNATION

2C
----4-----

ABOVE EXAMPLE "2C" MEANS "2 PAIRS OF #12 WIRE"

NOTE:

1. ALL WIRE MODEL NUMBERS ARE WEST PENN. EQUIVALENT BY OTHER MANUFACTURER IS ACCEPTABLE.
2. COLOR CODE ALL FIRE ALARM CONDUCTORS PER DISTRICT STANDARDS. VERIFY COLOR SCHEMES PRIOR TO ORDERING FIRE ALARM CONDUCTORS.
3. ALL WIRE SHALL BE IN 3/4" CONDUIT, U.O.N.

FIRE ALARM SEQUENCE OF OPERATIONS

'N D	ACTIVATE NOTIFICATION ALARM SIGNALS (ALL SIGNALS)	ACTIVATE REMOTE ANNUNCIATOR	ACTIVATE TROUBLE OR SUPERVISORY SIGNAL	SIGNAL TO UL LISTED CENTRAL MONITORING STATION	CLOSE CSFD	SHUT DOWN AH-UNIT
CONTROL PANEL	YES	YES	YES	YES	YES	YES
MANUAL PULL STATION	YES	YES	NO	YES	NO	NO
SMOKE DETECTOR	YES	YES	NO	YES	YES	YES
HEAT DETECTOR	YES	YES	NO	YES	YES	YES
AJC POWER FAILURE	NO	YES	YES	YES	NO	NO
WIRING FAULTS	NO	YES	YES	YES	NO	NO
WATERFLOW	YES	YES	NO	YES	YES	YES
TAMPER	NO	YES	YES	YES	NO	NO
ANSUL	YES	YES	NO	YES	YES	YES

NOTE: PER CMG 605.6 WHEN CSFD ACTIVATES, THE HVAC SYSTEM SERVING SUCH DAMPER SHALL IMMEDIATELY SHUT DOWN.

II. 15. APPROVE Agreement for Preliminary Services with Bernards Bros Inc., San Fernando, to provide preliminary construction services on the Stauffer Middle School Gymnasium Project, in the amount of $67,665.00, to be charged to Measure O Bond Funds.

Supporting Documents

scan0685

AGREEMENT FOR PRELIMINARY SERVICES

This Agreement for Preliminary Services ("**Agreement**") dated April 20, 2021 ("**Effective Date**"), is made and entered into by and between the **Downey Unified School District** ("**District**") and **Bernards Bros. Inc.** ("**Contractor**") (together, the "**Parties**").

WHEREAS, the District's Governing Board, in order to enable the District to utilize the lease-leaseback delivery method for future construction projects, adopted procedures for a fair and impartial solicitation process to evaluate qualifications and proposals to determine which proposer provides the "best value" pursuant to Education Code section 17406(a)(2) ("**Lease-Leaseback Procedures**"); and

WHEREAS, Education Code section 17406(a)(1) permits the District to utilize the lease-leaseback delivery method to enter into a lease whereby the District leases the project site to the contractor to construct the project, and the contractor then leases the project site back to the District; and

WHEREAS, prior to entering into the lease to construct the project, Education Code section 17406(b)(1) permits the District to enter into a contract for the performance of preliminary services before the Division of the State Architect ("**DSA**") approves the plans and specifications for a project so long as the contractor does not perform any services for which a contractor's license is required; and

WHEREAS, consistent with the Lease-Leaseback Procedures, the District issued a request for qualifications and proposals ("**RFQ/P**") to solicit proposals from qualified firms to perform both preliminary services and construction services for the District's **Stauffer Middle School Gymnasium Project** ("**Project**"), and through the RFQ/P the District intended to award both the performance of preliminary phase services and construction phases services to the successful contractor; and

WHEREAS, after receiving and scoring the proposals, the District determined that the Contractor presented the District the "best value" to the District and the District's Governing Board awarded the Project to the Contractor; and

WHEREAS, the District seeks to have the Contractor perform preliminary services as more fully described in **Attachment A** attached hereto ("**Preliminary Services**") pursuant to Education Code section 17406(b)(1), and the Contractor represents that it is able and qualified to perform Preliminary Services for the Lease-Leaseback Project prior to the Contractor providing construction phase services; and

WHEREAS, after the Contractor performs Preliminary Services, the Parties acknowledge that Contractor shall procure subcontractors, propose a Guaranteed Maximum Price / Guaranteed Project Cost ("**GMP**" or "**GPC**"), and the Parties shall enter into a Site Lease and Facilities Lease for the construction of the Lease-Leaseback Project based on the Contractor's response to the RFQ/P.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. **Services**. The Contractor shall provide the services as described in **Attachment A,** attached hereto and incorporated herein by this reference ("**Services**" or "**Work**"). The scope of services will generally consist of the following:

   Contractor shall perform Preliminary Services for the Project upon the District's issuance of a Notice to Proceed consistent with the Schedule.

1.1. The Services shall be performed at **Stauffer Middle School, 11985 Old River School Rd, Downey, CA 90242**, as further described in the Scope of Work for Preliminary Services attached hereto as **Attachment A** ("**Project**").

2. **Term**. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the duration of the Services provided under this Agreement consistent with the Schedule.

2.1. **Notice to Proceed**. Within a reasonable time after the Parties execute this Agreement, the District shall issue a Notice to Proceed to Contractor at which time Contractor shall commence the performance of the Services.

2.2. **Schedule**. The schedule for the Preliminary Services is as follows ("**Schedule**"):

2.2.1. Contractor shall commence the Preliminary Services on or before **April 21, 2021,** and

2.2.2. Contractor shall complete the Preliminary Services on or before **July 2, 2021.**

3. **One Project.** The Parties agree and acknowledge, consistent with the RFQ/P and relevant law, that upon the District's award to the Contractor of the Lease-Leaseback Project, the Parties intended the Contractor to perform Preliminary Services and construction services for the Lease-Leaseback Project as one continuous project, and, except insofar as the Parties cannot agree on a GPC for the Lease-Leaseback Project at the conclusion of Preliminary Services, the District intends, and always has intended, for the Contractor to construct the Lease-Leaseback Project.

4. **Submittal of Documents**. The Contractor shall not commence the Work under this Agreement until the Contractor has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

__X__ Signed Agreement
__X__ Workers' Compensation Certification
__X__ Fingerprinting/Criminal Background Investigation Certification
__X__ Insurance Certificates and Endorsements
__X__ W-9 Form
_____ Bonds (as required or requested by District)

5. **Compensation**. The District shall pay Contractor for Contractor's performance of Preliminary Services a total fee **not to exceed Sixty-Seven Thousand Six Hundred Sixty-Five Dollars ($67,665.00)** based on the amount of Work satisfactorily performed and approved by the District pursuant to the scope and provisions in **Attachment A** attached hereto and as indicated herein ("**Fee**"):

[MONTHLY FEE OPTION]

Month	Fee
January	$_____
February	$_____
March	$_____
April	$_____
May	$33,832.50
June	$33,832.50
July	$_____
August	$_____
September	$_____

October	$_____
November	$_____
December	$_____
Etc.	$_____

5.1. The Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Lease-Leaseback Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Lease-Leaseback Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

5.2. The Contractor shall submit a monthly itemized statement of Service charges and expenses to the District on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by the Contractor in performing its Services, and, if applicable, the statements shall reflect expenses and materials. The itemized statement shall show the days and hours worked each workday Contractor performs Services for the previous month. District will permit a one (1) month grace period beyond this time for the Contractor to submit its invoice for a particular month's work. No amounts shall be due or owing to the Contractor if it fails to submit an invoice to the District at or before the end of that grace period.

5.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the Contractor submits an itemized statement to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

6. **Expenses**. District shall not be liable to Contactor for any costs or expenses paid or incurred by Contractor in performing the Services, except as expressly provided for in this Agreement.

7. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the work herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Contractor's Work, District being interested only in the results obtained.

8. Contractor and Subcontractor Registration and Compliance.

8.1. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subcontractors. Contractor represents that all of its subcontractors are registered pursuant to Labor Code section 1725.5.

8.2. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work Contractor to Section 1725.5 at the time the contract is awarded."

8.3. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.

8.4. Contractor shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.

8.5. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

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

10. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement, except as expressly provided for in this Agreement.

11. Performance of Services.

11.1. **Standard of Care**.

11.1.1. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. Contractor's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.

11.1.2. Contractor hereby represents, to the extent applicable, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

11.1.3. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Contractor understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Contractor in performing the Services.

11.1.4. Contractor shall ensure that any individual performing work under the Agreement requiring a

California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.

11.2. **Meetings.** In addition to all public hearings and meetings, Contractor agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.

11.3. District Approval.

11.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.

11.3.2. Prior to any documents being made public, Contractor shall provide in draft form to District staff and District legal counsel, all documents that it or its subcontractors prepare.

12. Information.

12.1. **Furnished by District.** Upon request by Contractor, District shall furnish Contractor any information and documents readily available to District that the Contractor determines may be of use to the Contractor in the performance of the Services. District shall rely upon Contractor to determine which information and documents may be of use to the Contractor in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Contractor shall determine if it is appropriate to rely on the District furnished information or documents. Contractor shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

12.2. **Furnished by Others.** Contractor is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Contractor shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Contractor shall determine if clarification, additional information, or additional data is needed.

13. **Originality of Services**. Except as to standard generic details, Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for such services.

14. **Copyright/Trademark/Patent**. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

15. **Audit**. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours,

unless Contractor otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars ($10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

16. **Termination**.

16.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day the notice was mailed, whichever is sooner.

16.2. **Without Cause by Contractor**. Contractor cannot terminate this Agreement without cause.

16.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

16.3.1. material violation of this Agreement by the Contractor; or

16.3.2. any act by Contractor exposing the District to liability to others for personal injury or property damage; or

16.3.3. Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

16.4. **With Cause by Contractor**. Contractor may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

16.4.1. Material violation of this Agreement by the District, or

16.4.2. Failure of the District to timely pay undisputed Contractor invoices.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Contractor.

16.5. **Ownership of Records.** It is mutually agreed that all materials prepared by Contractor under this Agreement shall become the property of the District and Contractor shall have no property right there in whatsoever. Contractor hereby assigns to District any copyrights associated with the materials

prepared pursuant to the Agreement. Immediately upon termination and upon written request, the District shall be entitled to, and Contractor shall deliver to the Contractor, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the District in performing the Agreement which is not Contractor privileged information, as defined by law, or Contractor's personnel information.

17. **Indemnification**. The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, and their respective board members, officers, representatives, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of the Indemnitees. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein.

18. **Insurance**.

18.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

18.1.1. **Commercial General Liability and Automobile Liability Insurance**. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

18.1.2. **Workers' Compensation and Employers' Liability Insurance**. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

18.1.3. **Professional Liability (Errors and Omissions)**. This insurance shall cover the Contractor and his/her subcontractors(s) for two million dollars ($2,000,000) aggregate limit subject to no more than twenty-five thousand dollars ($25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence	$ 1,000,000

General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence	$ 1,000,000
Professional Liability	$ 2,000,000
Workers Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

18.2. **Proof of Carriage of Insurance**. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

18.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

18.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

18.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

18.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

18.3. **Acceptability of Insurers**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

19. **Assignment**. The obligations and liabilities of the Contractor pursuant to this Agreement shall not be assigned voluntarily by the Contractor nor assigned by operation of law, without express written consent of the District.

20. **Binding Contract.** This Agreement shall be binding upon the Parties hereto and upon their successors and assigns and shall inure to the benefit of the Parties and their successors and assigns.

21. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

22. **Certificates/Permits/Licenses**. Contractor and all Contractor's employees or agents shall secure and maintain

in force such certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Contractor shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

23. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and District policy. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

24. **Fingerprinting of Employees**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

25. **Disabled Veteran Business Enterprises.** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building to have a participation goal of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). In accordance therewith, the Contractor must submit, upon request by District, appropriate documentation to the District identifying the steps the Contractor has taken to solicit DVBE participation in conjunction with this Agreement, if applicable.

26. **Interaction with the Media and Public.** Contractor shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Contractor receives a complaint from a citizen or the community, Contractor shall promptly inform the District about the complaint.

27. **Taxes.** Contractor shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Contractor agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Contractor may be reported to the Internal Revenue Service.

28. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

29. **District's Evaluation of Contractor and Contractor's Employees and/or Subcontractors**. The District may evaluate the Contractor in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:

    29.1. Requesting that District employee(s) evaluate the Contractor and the Contractor's employees and subcontractors and each of their performance.

    29.2. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s).

30. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement.

Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

31. **Disputes**. In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.

32. **Confidentiality**. The Contractor and all Contractor's agents, personnel, employee(s), and/or subcontractors(s) shall maintain the confidentiality of all information received in the course of performing the Services. Contractor understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

33. **Employment with Public Agency**. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.

34. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service, addressed as follows:

Downey Unified School District	**Bernards Bros. Inc.**
11627 Brookshire Ave. Downey, CA 90241 ATTN: Darren Purseglove, Director, Purchasing and Warehouse	555 First Street, San Fernando, CA 91340 ATTN: Sal Nol, Director of K-14 & Management Services

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

35. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

36. **California Law**. This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Contractor waives any claim or right to remove an action on this Agreement to federal court.

37. **Waiver**. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or anyother term, covenant, or condition herein contained.

38. **Severability**. If any term, condition or provision of 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 and effect, and shall not be affected, impaired or invalidated in any way.

39. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

40. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

41. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and thisAgreement shall be construed as if jointly prepared by the Parties.

42. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

43. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered toenter into this Agreement.

44. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

45. **Incorporation of Recitals and Attachments**. The Recitals and each attachment attached hereto are hereby incorporated herein by reference.

46. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

47. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** If the Parties enter into this Agreement as a result of a Request for Qualifications and/or a Request for Proposal ("**RFQ/RFP**"), the RFQ/RFP is incorporated into this Agreement, except that if there is any conflict between the RFQ/RFP and any provision of this Agreement, the Agreement shall prevail.

IN WITNESS WHEREOF, the Parties have accepted and agreed to this Agreement, as of the Effective Date, and have directed and authorized their respective officers to execute this Agreement:

Downey Unified School District		**Bernards Bros. Inc.**	
Signature:	_____	Signature:	_____
Print Name:	Christina Aragon	Print Name:	Sal Nol
Print Title:	Associate Supt. Business Svcs	Print Title:	Director K-14 & Management Services

Attachment A to Agreement for Preliminary Services

Scope of Services

1. **Scope of Contractor's Preliminary Services**. Contractor, as the District's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described herein. Contractor shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following ("Preliminary Services"):

1.1. General Services.

1.1.1. Contractor shall attend regular meetings during Project development between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

1.1.2. Contractor shall assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor.

1.1.3. Contractor shall assist the Architect with making formal presentations to the governing board of District.

1.1.4. Contractor shall prepare and update the preliminary Project schedule.

1.1.5. Contractor shall prepare and update the components of the Guaranteed Project Cost and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.

1.1.6. Contractor shall assist District with City land use issues;

1.1.7. Contractor shall assist District with DSA review, input, and timeframe for same;

1.1.8. Contractor shall provide review and comment upon geotechnical / soils investigation and report;

1.1.9. Contractor shall provide review and comment upon survey of the Project site;

1.1.10. Contractor shall provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with District's CEQA consultant.

1.2. Review of Design Documents.

1.2.1. Contractor shall review Project design and budget with the District and the Architect **one (1)** time: during the Schematic Design Phase, the Design Development Phase, at 50% Construction Documents Phase, and at 100% Construction Documents Phase to:

1.2.1.1. Contractor shall provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

1.2.1.2. Contractor shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

1.2.1.3. Contractor shall provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

1.2.1.4. Contractor shall provide plan review.

1.2.1.5. **Value-engineering**. Contractor shall prepare a value-engineering report for District review and approval that:

1.2.1.5.1. Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

1.2.1.5.2. Provides detailed estimate for proposed value-engineering items;

1.2.1.5.3. Defines methodology or approaches that maximize value; and

1.2.1.5.4. Identifies design choices that can be more economically delivered.

1.2.1.6. **Constructability Review**. Contractor shall prepare detailed interdisciplinary constructability review within thirty (30) days of receipt of the plans from the District that:

1.2.1.6.1. Ensures construction documents are well coordinated and reviewed for errors;

1.2.1.6.2. Identifies to the extent known, construction deficiencies and areas of concern;

1.2.1.6.3. Back-checks design drawings for inclusion of modifications;

1.2.1.6.4. Provides the District with written confirmation that:

1.2.1.6.4.1. Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards; and

1.2.1.6.4.2. Various components have been coordinated and are consistent with each other so as to minimize conflicts within or between components of the design documents.

1.2.2. **Confirm Modifications to Design Drawings.** If the District accepts Contractor's comments, including the value-engineering and/or constructability review comments, Contractor shall review the design documents to confirm that those comments are properly incorporated into the final design documents.

1.3. Budget of Project Costs.

1.3.1. At each stage of plan review indicated above, Contractor shall update and refine the budget of the Guaranteed Project Cost based on the most recent sent of design documents.

Contractor shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Project Cost established by the District and shall make recommendations for corrective action. Contractor will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

1.3.2. In each budget of the Guaranteed Project Cost, Contractor shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Project Cost shall include, at a minimum, the following information divided into at least the following categories:

1.3.2.1. Overhead and profit;
1.3.2.2. Supervision;
1.3.2.3. General conditions;
1.3.2.4. Layout & Mobilization (not more than 1%)
1.3.2.5. Submittals, samples, shop drawings (not more than 3%);
1.3.2.6. Bonds and insurance (not more than 2%);
1.3.2.7. Close-out documentation (not less than 3%);
1.3.2.8. Demolition;
1.3.2.9. Installation;
1.3.2.10. Rough-in;
1.3.2.11. Finishes;
1.3.2.12. Testing;
1.3.2.13. Punchlist and acceptance.

Contractor shall indicate its willingness and ability to enter into the Contract Document to construct the Project for at or below that Guaranteed Project Cost, excluding unforeseen conditions or District-requested changes. This commitment will be a component of the Contract Documents.

1.4. Construction Schedule and Phasing Plan.

Contractor shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiphases and interrelations of design, constructability review, and estimating. Contractor shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. Contractor shall further investigate, recommend and prepare a schedule for the District's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5. Construction Planning and Bidding.

1.5.1. Contractor shall prepare and distribute specifications and drawings provided by District to facilitate bidding to Contractor's subcontractors.

1.5.2. Contractor shall review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

1.5.3. Contractor shall conduct pre-bid conferences. Contractor shall coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

1.5.4. Contractor shall prepare appropriate subcontractor bid packages.

1.6. **Bidding for Subcontractor Work. CONTRACTOR SHALL SOLICIT AND PROCURE SUBCONTRACTORS PURSUANT TO THE SUBCONTRACTOR PROCUREMENT PROCESS ATTACHED TO THE FACILITIES LEASE AS EXHIBIT H.**

2. **Limited Authority.** The duties, responsibilities and limitations of authority of Contractor shall not be restricted, modified or extended without written agreement between the District and Contractor.

3. **District's Responsibilities.** The District has and shall continue to provide to Contractor information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.

3.18.1 **Preliminary Services:**

3.18.1.1. Contractor's total fee for the Preliminary Phase Services as identified in the Contract (see Attachment 2, Exhibit H), shall not exceed:

Preliminary Phase Services {Not to Exceed Amount}	$	67,665

3.18.1.2. State below the hourly rates that the Firm will charge for additional Preliminary Phase Services if requested by the District.

Staffing that would be part of Preliminary Services (Include number of Proposed Key Personnel for the Project)	
Operations Executive (hourly rate)	$ 180
Sr. Project Manager (hourly rate)	$ 136
Asst. Project Manager (hourly rate)	$ 86
Constructability Reviewer (hourly rate)	$ 117
Project Superintendent (hourly rate)	$ 117
Estimating Director (hourly rate)	$ 164
Senior Estimator (hourly rate)	$ 132
Estimator (hourly rate)	$ 75
Scheduler (hourly rate)	$ 132

3.18.2 2 **General Conditions:** Contractor must provide information regarding its General Conditions by completing the following table and submitting it with its Response.

Total of Contractor's General Conditions In Its performance of the Work of the Project. • Provide as as a single lump sum amount based on the Estimated Construction (hard cost) Budget and on the Project description, as indicated in **Attachment** 1. Do **not** list the cost of the General Conditions as a percentage of Project Costs • The items that the Contractor shall include as its General Conditions must comply with the attached "Contractor's General Conditions Table", which is included in the Project description in **Attachment 1.**	$	863,574
Hourly rate for staffing that would be part of General Conditions {Include number of Proposed Key Personnel for Project)		
!operations Executive (hourly rate)	$	180
Sr. Project Manager (hourly rate)	$	136
Asst Project Manager (hourly rate)	$	86
Project Superintendent {hourly rate)	$	117
Project Engineer (hourly rate)	$	66

"Above listed rates are subject to 5% increase in subsequent years starting August 1st

3.18.3 **Construction Charges:** Utllizing the following table, provide the Contractor's total charge for the following Items

Mark-up on Subcontractor work.	0.0%
Mark-up on Self performed work.	0.0%
Mark-up on Subcontractor **Change Order** work.	0.0%
Mark-up on Self performed **Change Order** work (if permitted by the District).	0.0%
Fee/ overhead & **profit** (as a percentage of direct costs). **IF ANY**, that is in addition to any mark-up	4.0%
Bond cost (as a percentage of direct costs)	0.73%
Insurance cost (as a percentage of direct costs) **NOTE:** Contractor shall provide the insurance cost as a percentage of the direct costs assuming that Contractor will be providing all insurance identified In the Contract attached to the RFQ/P as Attachment 2. If the District later uses an OCIP for the Project, the Contractor will be asked to adjust its insurance costs accordingly.	0.65%
Other costs, IF ANY (ident i fy in sufficient detail for evaluation, either as a lump sum or percentage of direct costs).	

3.18.4 **Financing Cost**

Proposed Financing Cost (Based on Financed Amount)	0.0%

Contractors General Conditions Table per Attachment 1.

Contractor's General Conditions / General Requirements In Its Performance of the Work	
Supervision/Staff	
Operations Manager	$ 0
Project Executive	$ 42,836
Project Manager/ Assistant Project Manager	$ **218,286**
Project Superintendent	$ **276,717**
Project Engineer	$ 142,771
Scheduling Engineer	$ 6,309
Estimator	$ 0
Constructability **Reviewer**	$ 0
Quality Control Manager	$ 0
MEP Coordinator	$ 0
Field Engineer	$ 0
Draftsman/Detailer	$ 0
BIM Manager/ Coordinator	$ 0
Record Drawings	$ 0
Field Accountant	$ 0

BERNARDS

Labor Compliance Manager	$ 10,021
Time Keeper / Checker	$ 0
Secretarial/ Clerk Typist	$ 15,610
Independent Surveyor	$ 0
Safety & EEO Officer	$ 0
Field Offices for GC, Inspector, and Owner	
Office Trailer/Rental, Set-up, Tear-down, Relocation - 12' x 60' for Contractor	$ 21,800
Office Trailer/Rental, Set-up, Tear-down, Relocation - 24' x 60' for District Construction Manager and Inspector and on-site meetings	$ 34,540
Office Furniture/Equip/Computers	$ 21,740
Telephone/Data Installation	$ 7,300
Telephone/Data Monthly Charges	$ 10,983
Elect Power Installation	$ 2,500
Elect Power Distribution Wiring	$ 0
Water Service Installation	$ 1,500
Heating & Cooling Costs	$ 0
Light Bulbs & Misc. Supplies	$ 8,360
Recycling/Trash Dumpster Removal/Hauling	$ 0
Maintenance Services Uanitorial, holding tank, etc.}	$ 7,105
Drinking Water/Cooler/Cup	$ 1,920
Documents/Records/Misc.	
Xerox Copies/Misc Printing	$ 3,000
Electronic Drawing Transfer	$ 1,800
Printing - Drawings & Specifications	$ 1,800
As-built Drawing Reproduction	$ 0
Postage/UPS/Fedex	$ 2,560
Project Photographs & Video	$ 1,470
Closeout documentation-manuals, warranties, DSA documents	$ 0
Jobsite Operations	
Storage Trailer & Tool shed rental	$ 0
Safety/First Aid Supplies/Safety Signage	$ 2,485
Fire Fighting Equipment	$ 100
Security Guards	$ 0
Temporary Parking	$ 0
Watchman Service	$ a
Other	
Subcontractor bond or Subcontractor default insurance cost	$ 0
Bidding Costs	$ 0
Facility Operator/Training	$ 0
Safety Inspections	$ 0
Project Management & Billing Software	$ 20,060

Qualifications:

1. Includes the Acknowledgement of Addendum #1 dated 2.26.2021.
2. It is anticipated the District will waive the requirement for a Cost Loaded Schedule due to this being a straightforward project, therefore we have not included this cost.
3. As this is an occupied and fenced campus we did not include Watchman or Security Guard as it is an unnecessary expense to the District.
4. SDI will be 1.20% of total value of enrolled subcontractors during the development of the GMP/GPC.
5. Builder's Risk Insurance is not included but wm be quoted once project-specific criteria is developed.

II. 16. APPROVE Amendment No. 1 to the Brokerage Consulting Agreement with Alliant Insurance Services, Inc. to renew the current agreement for insurance brokerage services effective July 1, 2021 through July 1, 2023.

Supporting Documents

scan0699

AMENDMENT NO. 1 TO BROKERAGE CONSULTING AGREEMENT

This amendment ("Amendment") to the Brokerage Consulting Agreement between Alliant Insurance Services, Inc. ("Broker") and Downey Unified School District ("Downey USD"), dated July 1, 2018 (the "Agreement"), shall become effective on May__, 2021 (the "Effective Date").

WITNESSETH

WHEREAS, Broker and Downey USD entered into the Agreement so that Broker could provide certain insurance brokerage services to Downey USD;

WHEREAS, Broker and Downey USD wish to revise certain aspects of the Agreement, as more fully described herein, with such revisions to become effective as of the Effective Date;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, Broker and Downey USD agree, in accordance with Section I of the Agreement, to modify the Agreement as described herein:

1. Section D of the Agreement shall be deleted in its entirety and replaced with the following:

> TERM. The initial term of this Agreement shall be effective July 1, 2018 through June 30, 2021. Upon the expiration of the initial term, this Agreement shall renew for two additional one-year year periods, from July 1, 2021 through July 1, 2023.

2. Except as expressly modified herein, all other terms and provisions set forth in the Agreement shall remain in full force and effect and shall not otherwise be affected by this Amendment.

3. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and same instrument. Delivery of an executed counterpart of a signature page to this Amendment by, facsimile or electronic delivery shall be effective as delivery of a manually executed counterpart of this Amendment.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, Alliant and Downey USD have executed this Amendment to be effective as of the Effective Date stated above.

ALLIANT INSURANCE SERVICES, INC.

By:_____

Its:_____

DOWNEY UNIFIED SCHOOL DISTRICT

By:_____
Christina Aragon

Its: Associate Superintendent, Business Services

II. 17. APPROVE First Amendment to Service Agreement No. 202021-25 with Carrot Group to design, launch and operate Esports Tournaments for the District from July 1, 2020 through June 30, 2021.

Supporting Documents

scan0634

D.U.S.D. Agreement No. 202021-25
Purchase Order No. PO2W-21*070
Board Approval Date: June 10, 2020
1st Amendment Approval Date: April 20, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **20th day of April 2021**, between **Carrot Group,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as "**DISTRICT**".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT NO. 202021-25 approved by the Board of Education on June 10, 2020 and amended to design, launch, and operate E-sports Tournaments for Downey Unified students, to include the following:

   A. By adding City of STEM E-sports Tournament Sponsorship per the attached Exhibit A; and

   B. By increasing the AGREEMENT amount by TWENTY THOUSAND DOLLARS AND NO/100 ($20,000.00) from ONE HUNDRED, TWENTY TWO THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 ($122,500.00), for a total AGREEMENT amount of ONE HUNDRED FORTY TWO THOUSAND, FIVE HUNDRED DOLLARS AND NO/100 ($142,500.00); and

   C. By maintaining the contract completion date of June 30, 2021.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-25, shall remain in full force and effect.

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

CARROT GROUP

By Alan Zack

Print Name Alan Zack

Title President

Date March 31, 2001

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

EXHIBIT "A"

In the past three seasons, the Downey Unified Esports program has emerged as a leading esports program in Southern California. Downey Unified as an opportunity to further its position in esports and workforce development through sponsoring an invitational esports tournament open to all high school students within Los Angeles County, part of City of STEM. Amgen is the other sponsoring partner.

Created by the Columbia Memorial Space Center in Downey, CA, City of STEM is Los Angeles' largest celebration of Science, Technology, Engineering and Math (STEM) takes place the entire month of April. Now in its 7th year, the STEM-themed community events from the 100+ City of STEM partners highlight the ongoing importance that STEM has in the Los Angeles region. The Esports Tournament will be promoted throughout City of STEM as it is one of the highlighted programs.

Additionally, the "City of STEM High School Esports Tournament presented by Downey Unified School District" will be promoted throughout Los Angeles County as the premier high school esports tournament. It is the only open tournament directly connected to workforce development and STEM fields with the connection to City of STEM.

II. 18. RATIFY First Amendment to Service Agreement No. 202021-70 with Beltmann Relocation Group to provide additional moving services for the Doty Middle School Modernization project from July 2020 through December 2021.

Supporting Documents

scan0635

D.U.S.D. Agreement No. 202021-70
Purchase Order No. PO2W-21*206
Board Approval Date: July 20, 2020
1st Amendment Approval Date: April 20, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **20th day of April 2021**, between **Beltmann Relocation Group,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as "**DISTRICT"**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT No. 202021-70 approved by the Board of Education on July 20, 2020 and amended April 20, 2021 to provide phase 2, 3, 4 and 5 moving services for the Doty Middle School Modernization Project, to include the following:

   A. By adding additional moving days per the attached cost proposal, dated February 25, 2021; and

   B. By increasing the AGREEMENT amount by NINE THOUSAND, NINE HUNDRED EIGHTY-FOUR DOLLARS AND NO/100 ($9,984.00) from THIRTY-NINE THOUSAND, NINE HUNDRED FIFTY DOLLARS AND NO/100 ($39,950.00), for a total AGREEMENT amount of FORTY-NINE THOUSAND, NINE HUNDRED THIRTY-FOUR DOLLARS AND NO/100 ($49,934.00).

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT No. 202021-70, shall remain in full force and effect.

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

BELTMANN RELOCATION GROUP	**DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**
By Rick O'Hara	By _____
Print Name Rick O'Hara	Christina Aragon
Title Senior Account Manager	Associate Superintendent, Business Services
Date 3/21/21	Date _____

EXHIBIT "Company Proposal Dated February 25, 2021"

BELTMANN RELOCATION GROUP

AGENT FOR NORTHAMERICAN VAN LINES

February 25, 2021

To: Vince Madsen
DOWNEY USD
11627 Brookshire Avenue
Downey, CA 90241

From: Rick O'Hara
BELTMANN RELOCATION GROUP
13021 Leffingwell Ave
Santa Fe Springs, CA 90670

Re: Doty Middle School Fine Tune

Move Days – March 2 – 5, 2021 @ 7am

- Crew will fine tune the campus as required to get ready for staff and student's return to the site.
- Furniture will be set based on new layouts.
- Crew will work at your staff's direction.

CREW SIZE: 1 Truck & 6 Men ($312/hour)
HOURS: 32 (8-hour days)

Total NTE Move Cost…….$9,984.00

Final billing will be based on actual hours worked plus 1 hour for travel time each day and materials used.

Rates

- The following prevailing wage rates will be utilized for labor on this project. Daily work is subject to a 4-hour minimum (3 hours onsite)
- Truck w/driver = **$85/hour**
- Supervisor = **$46/hour**
- Crewman = **$42/hour**
- Installer = **$55/hour**

Call me on my cell phone if you have questions. (213) 305-8540.

Sincerely,
Rick O'Hara
DIR#1000023563

II. 19. RATIFY Amendment #5 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 2, 2021 through April 8, 2021.

Supporting Documents

scan0636

zoom

Amendment Form Number: Q900025
Valid Until: 03/31/2021

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

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

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: 03/02/2021

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 "Education Annual"	Education Annual	Annual	1697	USD 25.00	USD 42,425.00	USD 4,300.62
Removed Rate Plan "Education Annual"	Education Annual	Annual	-1653	USD 25.00	USD -41,325.00	USD -4,189.11

(Before Taxes)	
Annual Incremental Spend:	**USD 1,100.00**
Associated Invoice Amount:	**USD 111.51**

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.

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

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. 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 Aragon
Print Name: Christina Aragon
Date: March 4, 2021
Zoom Service Effective Date: 03/02/2021
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.

II. 20. RATIFY Amendment #6 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 19, 2021 through April 8, 2021.

Supporting Documents

scan0637

zoom

Amendment Form Number: Q925834
Valid Until: 04/10/2021

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

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

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: 03/19/2021

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 "Education Annual"	Education Annual	Annual	1834	USD 25.00	USD 45,850.00	USD 2,512.33
Removed Rate Plan "Education Annual"	Education Annual	Annual	-1697	USD 25.00	USD -42,425.00	USD -2,324.66

(Before Taxes)	
Annual Incremental Spend:	**USD 3,425.00**
Associated Invoice Amount:	**USD 187.67**

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.

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

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. 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 Aragon
Print Name: Christina Aragon
Date: 03/22/2021
Zoom Service Effective Date: 03/19/2021
PO # (If Applicable):
VAT # (If Applicable):

OK

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.

II. 21. RATIFY Amendment #7 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 24, 2021 through April 8, 2021.

Supporting Documents

scan0638

zoom

Amendment Form Number: Q933927
Valid Until: 04/10/2021

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: jim.sigman@zoom.us

Billed To	**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	**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:** 03/24/2021	**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 3000 Annual"	Webinar 3000 Annual	Annual	3	USD 7,920.00	USD 23,760.00	USD 976.44

(Before Taxes)	
Annual Incremental Spend:	**USD 23,760.00**
Associated Invoice Amount:	**USD 976.44**

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 Aragon
Print Name: Christina Aragon
Date: March 26, 2021
Zoom Service Effective Date: 03/24/2021
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.

II. 22. RATIFY First Amendment to Service Agreement No. 202021-243 with Elizabeth Gallardo by extending agreement end date from March 31, 2021 to April 30, 2021.

Supporting Documents

scan0639

D.U.S.D. Agreement No. **202021-243**
Purchase Order No. (Req. 21*2472)
Board Approval Date: **1/12/21**
1st Amendment Approval Date: 4/20/21

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **17th day of March 2021**, between **Elizabeth Gallardo,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as "**DISTRICT"**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT **202021-243** approved by the Board of Education on **1/12/21** and amended **4/20/21** to provide Independent Educational Evaluation in the area of Augmentative Alternative Communication (Student # 740701), to include the following:

   A. By extending the contract completion date from March 31, 2021 to be through April 30, 2021.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT **202021-243**, shall remain in full force and effect.

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

ELIZABETH GALLARDO

By_____

Print Name Elizabeth Gallardo

Title DCBA

Date 3/23/2021

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By_____

Christina Aragon

Associate Superintendent, Business Services

Date_____

EXHIBIT "<<letter or number>>"

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

Signature: Wayne Shannon (Mar 23, 2021 14:01 PDT)

Email: wshannon@dusd.net

II. 23. RATIFY First Amendment to Service Agreement No. 202021-244 with Optometric Vision Care Associates by extending agreement end date from February 26, 2021 to May 28, 2021.

Supporting Documents

scan0640

D.U.S.D. Agreement No. 202021-244
Purchase Order No .(Req 21*2473)
Board Approval Date: 01/12/21
1st Amendment Approval Date:

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **23 day of March 2021**, between **Optometric Vision Care Associates,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as **"DISTRICT"**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202021-244 approved by the Board of Education on January 12, 2021 to provide vision therapy evaluation (student #718682) and possible IEP meeting attendance via phone, to include the following:

   A. By extending the contract completion date from February 26, 2021 to be through May 28, 2021.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-244, shall remain in full force and effect.

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

Optometric Vision Care Associates	**DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY**
By [signature]	By _____
Print Name Eric T. Hook, OD.	Christina Aragon
Title Owner	Associate Superintendent, Business Services
Date 3/24/2021	Date _____

Signature: [signature] Wayne Shannon (Mar 25, 2021 12:56 PDT)

Email: wshannon@dusd.net

II. 24. RATIFY First Amendment to Service Agreement No. 201920-250 with People's Care Autism Services by extending agreement end date from March 21, 2020 to September 15, 2020.

Supporting Documents

scan0641

D.U.S.D. Agreement No. 201920-250
Purchase Order No. 2*1500
Board Approval Date: 2/18/20
1st Amendment Approval Date: 4/20/21

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **22nd day of February 2021**, between **People's Care Autism Services,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as **"DISTRICT"**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 201920-250 approved by the Board of Education on February 18, 2020 and amended April 20, 2021 to provide Functional Behavior Assessment (FBA) to determine the behavioral support needs of the student, to include the following:

   A. By extending the contract completion date from 3/21/2020 to 9/15/2020.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 201920-250, shall remain in full force and effect.

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

PEOPLE'S CARE AUTISM SERVICES

By Lyndsi S Patton

Print Name Lyndsi S. Patton

Title VP of Clinical Services

Date 02/26/21

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

Signature: Wayne Shannon (Feb 26, 2021 13:59 PST)

Email: wshannon@dusd.net

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

SERVICE AGREEMENT
Agreement No. 201920-250

THIS AGREEMENT made and entered into this 16th of January, 2020 by and between People's Care Autism Services, LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   Please see attached Addendum A

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $ $1,316.76, not to exceed $ $1,316.76 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 01/21/2020 and will terminate on or before 03/21/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: People's Care Autism Services, LLC
Dept.: DBA: People's Care Behavioral Health
Address: 13920 City Center Dr. Suite 290
Chino Hills, Ca 91709
Contact: Lyndsi Patton
Phone/email: (626)940-4224/lpatton@peoplescare.org

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Christina Aragon
Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: 2/10/20

SERVICE PROVIDER

People's Care Autism Services, LLC

Signature

Print Name: Michael Kaiser

Print Title: Managing Member

Date: 01/16/2020

District use only below line

Account Number to be Charged 01.0-65000.0-57500-11800-5816-743000

Patricia G. Sandoval, Director of Special Education
Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 1/30/20

Signature of Program Director ONLY IF using categorical funds — Date

ADDENDUM A

Downey Unified School District Service Agreement

People's Care Behavioral Health is an ABA provider and will be completing a Functional Behavoir Assessment (FBA) to determine the behavioral support needs of the student. If appropriate, behavior intervention implementation (BII) is based on the principles of Applied Behavior Analysis and is delivered in the school setting. Behavior intervention design (BID) is to develop behavior intervention plans, functional behavior assessments and work in collaboration with the IEP team. Services focus on decreasing behaviors that interfere with the student's ability to learn in the classroom, participate in social interaction and otherwise impeded their participation in the educational setting. Services also focus on teaching functionally equivalent replacement behaviors to replace the interfering behaviors. Behavior consultation with the staff is also an integral portion of services to ensure consistency amongst team members. Goals of services will be based on the student's IEP developed by the IEP team.

II. 25. RATIFY Service Agreement No. 202021-252 with Elizabeth Gallardo to provide compensatory Speech and Language Therapy services for a District student from December 1, 2020 through June 30, 2021.

Supporting Documents

scan0642

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

SERVICE AGREEMENT
Agreement No. 202021-252

THIS AGREEMENT made and entered into this 23rd of November, 2020 by and between Elizabeth Gallardo, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   35 hours of compensatory speech and language services

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,625.00, not to exceed $2,625.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term.** The term of this agreement begins December 1, 2020 and will terminate on or before June 30, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Elizabeth Gallardo
Dept.:
Address: P.O. Box 1644
Bellflower, CA 90707-1644
Contact: egallardoslpbcba@gmail.com
Phone/email: 562-565-5107

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date:

SERVICE PROVIDER

Elizabeth Gallardo

Signature

Print Name: Elizabeth Gallardo

Print Title: Speech Language Pathologist

Date: 01/07/2021

District use only below line

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

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Patricia Sandoval (Jan 7, 2021 11:01 PST)

Jan 7, 2021

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

Elizabeth Gallardo, M.A., Ed, M.A.,CCC-SLP, BCBA
Bilingual Speech Language Pathologist, SP 20198 & Board-Certified Behavior Analyst 1-17-25984
P.O. Box 1644. Bellflower, CA, 90707-1644
Phone: (562) 565 5107 . E-Mail: egallardoslpbcba@gmail.com

Independent Educational Evaluation (IEE)

Speech and Language

Fee Schedule

2020-2021

Direct Services:

Hourly rate is $ 150.00 per hour, which includes therapeutic services for identified goal by using Evidence Based Practices, data collection, and parent consultation services.

*When appropriate based on student's development/cognitive/linguistic abilities

II. 27. RATIFY Service Agreement No. 202021-287 with Exchange Club Family Support Center to provide a parent workshop via Zoom at Unsworth Elementary School on March 11, 2021.

Supporting Documents

scan0643

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

SERVICE AGREEMENT
Agreement No. 202021-287

THIS AGREEMENT made and entered into this 12th of February, 2021 by and between Exchange Club Family Support Center, 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 Parent Workshop via Zoom at Unsworth Elementary School

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $100.00, not to exceed $100.00 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 03/11/2021 and will terminate on or before 03/11/2021 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.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Exchange Club Family Support Center
Dept.:
Address: 8320 Iowa Street
Downey, CA 90241
Contact: Georganne Bruce
Phone/email: 562-904-9590

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: _____

SERVICE PROVIDER

Exchange Club Family Support Center

Signature

Print Name: Georganne Bruce

Print Title: Executive Director

Date: 2/12/2021

District use only below line

Account Number to be Charged 01.0-30100.0-11100-10000-5804-1130000

Veronica Lizardi, Ed.D., Director, Instructional Support Programs
Name and Title of Site Administrator-Please print

Signature of Site Administrator — Date: 2/16/2021

Signature of Program Director ONLY IF using categorical funds — Date: 2/16/2021

II. 28. RATIFY Service Agreement No. 202021-293 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of Speech & Language including IEP meeting participation from February 17, 2021 through June 30, 2021.

Supporting Documents

scan0644

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

SERVICE AGREEMENT
Agreement No. 202021-293

THIS AGREEMENT made and entered into this 17th of February, 2021 by and between Hollar Speech and Language Services, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,600.00, not to exceed $2,600.00 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 02.17.2021 and will terminate on or before 06.30.2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Signature: Wayne Shannon (Feb 18, 2021 15:47 PST)

Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

Name: Hollar Speech and Language Services
Dept.:
Address: 166 E. Foothill Blvd.
Arcadia, CA 91006
Contact: Susan Hollar, 818-269-0143
Phone/email: speachsue@aol.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date:

SERVICE PROVIDER

Hollar Speech and Language Services

Susan Hollar Digitally signed by Susan Hollar Date: 2021.02.18 11:27:56 -08'00'

Signature

Print Name: Susan Hollar, MSCCC

Print Title: Hollar Speech and Language Se

Date: 02/18/2021

District use only below line

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

Patricia G. Sandoval, Director of Special Education
Name and Title of Site Administrator-Please print

Patricia Sandoval (Feb 18, 2021 14:54 PST)

Feb 18, 2021

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

II. 30. RATIFY Service Agreement No. 202021-302 with BSN Sports, LLC to remove and replace basketball backboards in the gymnasium at Warren High School from March 1, 2021 through September 1, 2021.

Supporting Documents

scan0646

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

SERVICE AGREEMENT
Agreement No. 202021-302

THIS AGREEMENT made and entered into this 25th of February, 2021 by and between BSN Sports LLC, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Remove wood backboards and install glass backboards with rims and backboard padding
   in the gymnasium at Warren High School

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $6,181.60, not to exceed $6,181.60 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 March 1, 2021 and will terminate on or before September 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	BSN Sports LLC
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	1180-A California Avenue
Downey, CA 90241		Corona, CA 92881
Contact: Debbie Black	Contact:	Jeff Duff
(562)469-6521/dblack@dusd.net	Phone/email:	800-899-0149/jduff@bsnsports.com

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	BSN SPORTS LLC
	Lee Donovan
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Lee Donovan
Print Title: Associate Superintendent Business Services	Print Title: Asst Secretary
Date:	Date: 2/26/2021

District use only below line

Account Number to be Charged 01.0-00000.0-11100-10000-4400-4264200

Russ Heicke, Assistant Principal

Name and Title of Site Administrator-Please print

Russ Heicke Digitally signed by Russ Heicke Date: 2021.02.25 14:22:09 -08'00' 2/25/21

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

BSN SPORTS
PO Box 650176
Dallas, Tx 75265-0176
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Quote

Quote #: 21247637
Purchase Order #:
Cart Name:
Quote Date: 12/08/2020
Quote Valid-to: 04/02/2021
Payment Terms: NT30
Ship Via:
Ordered By: Samantha Miyahara

Contact Your Rep
Jim Duff Email:jduff@bsnsports.com | Phone:1-800-959-1844

Sold to
1408921
WARREN HIGH SCHOOL
8141 DE PALMA ST
DOWNEY CA 90241-5102
USA

Ship To
1408921
WARREN HIGH SCHOOL
8141 DE PALMA ST
DOWNEY CA 90241-5102
USA

Payer
1049616
DOWNEY UNIFIED SCHOOL DISTRICT
ACCT PAYABLE
PO BOX 7017
DOWNEY CA 90241-7017

Item Description	Qty	Unit Price	Total
installation non tax Item # - SERVICE_NOTAX	1 EA	$ 1,950.00	$ 1,950.00
lot price 8 ea custom made brackets Item # - NSPTMXXX	1 EA	$ 300.00	$ 300.00
# 206 Pro strut 48"X 72" glass backboard Item # - NSPHG	2 EA	$ 995.00	$ 1,990.00
#00245600 ultra flex goal Item # - NSPHG	2 EA	$ 499.00	$ 998.00
#00326210 backboard padding Navy Item # - NSPHG	2 EA	$ 199.00	$ 398.00

Samantha Miyahara Cell 949 278 9196

562 869 7306 X 5806

smiyahara@dusd.net

Bsn sports to remove 2 ea old wood backboards from the existing wall mount structures in gym and dispose of.

Install 2 ea 48" X 72" glass backboards and new rims and backboard padding in the same location and use new custom made barckets to help support the weight

Subtotal:	$5,636.00
Other:	$0.00
Freight:	$177.00
Sales Tax:	$368.60
Order Total:	$6,181.60
Payment/Credit Applied:	$0.00
Order Total:	**$6,181.60**

BSN SPORTS Terms and Conditions apply to all of your orders with us and our affiliates. At any time, these terms and conditions can be found at www.bsnsports.com\terms

Check your order at www.bsnsports.com/?&ProgramID=21247637&zip=90241-5102

II. 31. RATIFY Service Agreement No. 202021-303 with Professional Tutors of America to provide 90 hours of academic instruction to students, effective March 9, 2021 through August 31, 2021.

Supporting Documents

scan0647

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

SERVICE AGREEMENT
Agreement No. 202021-303

THIS AGREEMENT made and entered into this 9 of March, 2021 by and between Professional Tutors of America, 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 90 Hours ($80/Hours) of academic instruction to students #743149

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $7,200, not to exceed $7,200 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 03/09/2021 and will terminate on or before 08/31/2022 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Signature: Wayne Shannon (Mar 11, 2021 12:00 PST)

Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

Name: Professional Tutors of America, Inc.
Dept.:
Address: 3350 East Birch Street, Suite 201
Brea, CA 92821
Contact: Robert Gordon
Phone/email: 714-784-3454/rgordon@professionaltutc

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date:

SERVICE PROVIDER

Signature

Print Name: ROBERT GORDON

Print Title: CEO

Date: 3/9/21

District use only below line

Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000

Patricia G. Sandoval, Director of Special Education
Name and Title of Site Administrator-Please print

Patricia Sandoval (Mar 11, 2021 10:39 PST)
Signature of Site Administrator — Date: Mar 11, 2021

Signature of Program Director ONLY IF using categorical funds — Date

II. 32. RATIFY Agreement No. 202021-304 with DIACARTA to provide COVID-19 laboratory diagnostic testing services for student-athletes from March 10, 2021 through June 30, 2022.

Supporting Documents

scan0648

DIACARTA

LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICE AGREEMENT, effective on 3/10/21 (the "Effective Date"), is by and between DIACARTA located at 2600 Hilltop Avenue, Richmond, CA 94806 (hereafter referred to as "**DIACARTA**"), and The Downey Unified School District , with principal place of business located at 11627 Brookshire Ave., Downey, CA 90241-7017 (hereafter referred to as "**Client**").

RECITALS

Whereas, DIACARTA is a CLIA certified laboratory authorized to provide diagnostic tests at the specific request of a physician or qualified medical professional using patients' samples including nasopharyngeal swabs, oropharyngeal swabs, sputum blood, saliva, buccal cells etc.

Whereas, Client is an institution that provides education that would like its employees and students to be tested for COVID 19 to maintain a safe work and learning environment.

Whereas, DIACARTA and Client agree to enter a business engagement as follows:

1. **SERVICES**

1.1 DIACARTA agrees to provide laboratory diagnostic testing services to Client on a non-exclusive basis. DIACARTA will perform the laboratory testing services ordered in accordance with industry standards and all applicable laws, and in a manner consistent with that degree of care, skill and diligence as is ordinarily exercised by a professional laboratory testing contractor under similar conditions and circumstances.

1.2 DIACARTA will provide supplies for storage, collection and transportation of sample by Client to DIACARTA

1.3 Client agrees to have DIACARTA perform and provide testing results to Client according to the requested tests ordered by Client through its Lab Information Management System.

1.4 Client assumes professional and administrative responsibility for specimen collection. DIACARTA assumes responsibility to transport specimen to DIACARTA, in compliance with all pertinent provisions of federal, state and local statutes, rules and regulations.

1.5 DIACARTA assumes responsibility for the technical component of the testing.

1.6 Client will be provided with Client Waiver forms from DIACARTA for signature by employees and students to enable testing. DiaCarta assumes no responsibility and will not be held liable for medical care or further treatment of student or employee should that person be positive for COVID 19.

1.7 DIACARTA represents and warrants that it complies with the licensing and certification requirements under the Clinical Laboratory Improvement Amendments of 1988, the Medicare and Medicaid programs, and any other applicable federal and state statutes and regulations. It is further agreed that upon request of Client, DIACARTA will provide verification of such licensure.

1.8 DIACARTA represents and warrants that it is responsible for the validity and quality of laboratory testing results. DIACARTA agrees to have the related laboratory and administrative documents ready and available to respond to questions and/or audits from Client and pertinent federal, state and local agencies.

1.9 Client shall own all right, title and interest in the data, results, and reports that DIACARTA provides to Client under this Agreement. DIACARTA agrees to share and report said data with federal, state and local authorities as required by applicable laws.

1.10 DIACARTA will provide test results within 48 hours but will use its best efforts to report test results within 24 hours; notwithstanding the foregoing delay can happen with increased volume or when DIACARTA needs to re-analyze specimens. Both parties agree this turnaround time is only an estimate and may change and that no liability will be attached due to such delay.

2. FINANCIALS

2.1. DIACARTA will bill Medicare, Medi-Cal or other third-party payers (hereinafter collectively referred to as "third-party payer(s)") in accordance with applicable federal and state statutes and regulations.

Client must provide relevant insurance information for DIACARTA to bill third-party payers as stated below

- patient demographic information,
- insurance information
- diagnosis code(s) to the highest degree of specificity where applicable
- NPI number of physician where applicable
- other information as required by the third party payer.

Client agrees to provide DIACARTA within 5 business days from date of testing with complete and accurate information to bill and receive payment from any third-party payer.

DIACARTA will bill Client for any Laboratory Testing Services for which Client does not submit any patient's health insurance or payor information. Client agrees to pay DIACARTA at the fees set forth in EXHIBIT A for any denial of claims submitted to all third-party payers. Invoices to Client will be at the fees set forth in EXHIBIT A.

2.2 **Teachers and School Staff Testing**

- Private Insurance: DIACARTA will bill individuals private healthcare insurance.
- If uninsured, DIACARTA will bill the Cares Act.
- For denied insurance claims, DiaCarta will invoice Client $60 per test

Student Testing

- DiaCARTA will bill Medi-Cal directly for students covered by MediCal.
- If uninsured , DiaCarta will invoice Client directly for $60
- For denied insurance claims, DIACARTA will invoice Client $60 per test

Athletic Program Testing (Requiring 24 hour Turn-Around-Time Test)

- Student Athletes: DIACARTA will bill Medi-Cal for students covered by Medi-Cal
- If uninsured & not covered by Medi-Cal, DIACARTA will invoice Client $60 / test

2.3. **Payment Term**: For Services billed to Client, Client agrees to pay DIACARTA within thirty (30) days of the date of the DIACARTA invoices for Laboratory Testing Services at the fees set forth on Attachment A, after which any unpaid invoice amounts shall be overdue. In the event that DIACARTA sends the account for collection and/or initiates litigation in order to collect overdue amounts, Client shall be liable for all costs and expenses of such collection and/or litigation, including reasonable attorney's fees, court costs, and expenses. Any late payments will be subject to a 12% interest fee.

2.4. **Supplies:** Supplies provided by DIACARTA to Client free of charge must be used exclusively in conjunction with ordering and testing of laboratory services provided by DIACARTA.

3. TERM AND TERMINATION

3.1 This Agreement may be terminated by either party for any reason by giving thirty (30) days written notice.

3.2 If the business, terms and conditions associated with this Agreement violate any state or federal regulations or requirements including but not limited to Medicare, DIACARTA and Client agree to either change the Agreement to comply with the appropriate regulations or requirements or terminate this Agreement immediately.

3.3 Upon termination of this Agreement, neither party shall have any further obligation hereunder except for:

3.3.1 Obligations incurred prior to the date of termination, such as payment for Laboratory Testing Services rendered prior to termination of Agreement.

3.3.2 Obligations, promises or covenants contained herein that expressly survive the termination of this Agreement. Notwithstanding the above, the parties agree to use reasonable efforts to mitigate damage

4. NON-SOLICITATION

4.1 DIACARTA and Client hereby covenants that during the term of this Agreement and for a period of one (1) year after its termination, DIACARTA or Client shall not directly or indirectly, by or for himself or herself, or as the agent of another, or through others as agent, in any way solicit or induce, or attempt to solicit or induce, any customer, supplier, employee, officer, representative, consultant, or other agent of Client or DIACARTA or any of its affiliates, whether such person is presently employed or retained by Client or may hereinafter be so employed or retained, to leave Client or DIACARTA's or any of its affiliates' employ or otherwise interfere with the employment or independent contractor relationship between any such person and Client or any of its affiliates.

4.2. DIACARTA agrees that, for a period of one (1) year after termination of this Agreement, DIACARTA will not, directly or indirectly, solicit or attempt to solicit diagnostic testing services business from anyone who was a customer or client of Client or its subsidiaries at any time during the twelve (12) month period immediately prior to contract termination date.

5. MISCELLANEOUS

5.1 It is understood that DIACARTA and Client are independent contractors engaged in the operation of their own respective businesses.

5.2 All rights and obligations of either party under this Agreement may be assigned to its subsidiary, successor, or Parent Corporation.

5.3 This Agreement may only be modified in writing signed by both parties.

5.4 Any notice required to be given hereunder will be deemed to have been served properly, if mailed by certified or registered mail:

5.4.1 Postage prepaid (or Express Courier), properly addressed and posted in a United States depository to the respective parties hereto at the following address:

To Client

Name: Downey Unified School District
Address: 11627 Brookshire Ave., Downey, CA 90241-7017

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

To DIACARTA:

Address: 2600 Hilltop Avenue, Richmond, CA 94806
Attn: Aiguo Zhang PhD, CEO

5.5 The individuals signing this Agreement represent that they have the authority to sign this Agreement on behalf of the respective parties.

5.6 Each party represents and warrants that it has not been convicted of a crime related to healthcare or is not currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including, without limitation, federally funded healthcare programs, such as Medicare and Medicaid).

5.7 Neither party hereto shall be liable for any loss or liability not caused by such party's own negligence or willful act or omission, or such party's failure to comply with its obligations hereunder, and each party hereto agrees to indemnify and hold harmless the other from and against any and all claims, expenses, losses, and obligations arising out of such party's negligent acts or omissions. The provision shall survive the termination or expiration of this Agreement.

6. COMPLIANCE WITH LAW

Each of the parties represents and warrants to the other party that it will comply with all applicable laws, rules or regulations ("Applicable Laws"), including, but not limited to, the federal Physician Self-Referral Law, 42 U.S.C. 1395nn, and the regulations promulgated hereunder (together, the "Stark Law"), similar state physician self-referral laws and regulations (together with the Stark Law, the "Self-Referral Laws"), the federal Medicare/Medicaid Anti-kickback Law and regulations promulgated hereunder (the "Federal Anti-kickback Law"), and similar state Anti-kickback laws and regulations (together with the Federal Anti-kickback Law, the "Anti-kickback Laws") and the Health Insurance Portability and Accountability Act ("HIPPA"). This paragraph will survive the termination of this Agreement.

7. ARBITRATION - LITIGATION

Both Client and DIACARTA agree that any controversy regarding, connected with, or arising from this Agreement shall be settled by informal, speedy and binding arbitration using a mutually agreeable certified arbitrator in a location that is mutually agreeable. The arbitration shall be conducted by a single neutral arbitrator who shall hold the arbitration hearing and make his or her award within 30 days of the conclusion of the arbitration hearing. Each party to the arbitration shall bear its own counsel fees and other related expenses as well as its pro rata share of the expenses and fees of the arbitration service.

8. SEVERABILITY

In the event that any provision or any portion of any provision of this Agreement is adjudged, by a court of competent jurisdiction, to be invalid, illegal or unenforceable under any applicable law, such provision or portion thereof shall be deemed to be deleted from this Agreement and the validity of the remainder of this Agreement shall remain unaffected.

9. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which including **Exhibit A** together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have set their hands the date and year first above written.

By:	_____	By:	_____
Print Name:	_____	Print Name:	Christina Aragon
Title:	_____	Title:	Associate Superintendent, Business Services
Date:	_____	Date:	3/10/21

EXHIBIT A

1. The price per non- reimbursed, denied insurance claim is $60.00 / test
2. The price for each Saliva Collection Kit is $5 / kit which will be credited back to school when the associated sample is reimbursed.
3. DiaCarta will provide instructions through zoom or video or in person at its discretion instructions for collection of sample.
4. Student / Employee information should be accessioned and electronically transmitted to DiaCarta on its LIMS portal. Manually filled out forms will not be accepted.

II. 33. RATIFY Agreement No. 202021-305 with OUTFRONTmedia to provide poster advertising and related artwork on the corners of Firestone Boulevard and Rives Avenue to the Downey Adult School from March 15, 2021 through March 13, 2022.

Supporting Documents

scan0649

ADVERTISER AGREEMENT

OUTFRONT/

OUTFRONTmedia
1731 Workman Street
Los Angeles,CA 90031
323-222-7171

CONTRACT NO.: **3251532**
D.U.S.D. Agreement No. 202021-305

DATE: 02/26/21

ADVERTISER: Downey Adult School/Downey Unified School District

BRAND:

CAMPAIGN:

CLIENT SUPPLIES PRODUCTION: No

ACCOUNT EXECUTIVE: Jesse Matlock (L27)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Advertiser Bill-To# 1141802
Downey Adult School
12340 Woodruff Ave
Downey, CA 90241
562 940-6200
Attn: Blanca Rochin

Subject to the terms of the Production Information Addendum Page and the OUTFRONT Media Terms and Conditions of Advertising Service each attached hereto and made a part hereof, the advertiser and/or agency listed on this page (collectively, "Advertiser") hereby contracts with OUTFRONT Media ("Company") for the display of advertising copy ("Copy") on the advertising display(s) described below, commencing approximately on the commencement date of the Advertising Period listed below and delivered in accordance with and subject to Company's Specifications for Inventory and Packages located at https://www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"). Advertiser shall provide the Copy in the form and type specified by Company.

See Production Information Addendum page for shipping quantities and addresses for static copy. For further specifications regarding the inventory and packages purchased under this Contract, see the asset descriptions at https://www.outfrontmedia.com/resources/posting-standards.

Market	Media/Location(s)	Size	GRP/ IMP 18+	Units	Advertising Period	No. of Periods	*	Period Cost
Los Angeles Posters	Posters/Unit# 4833-P Firestone S/L E/O Rives Se (PF) F/W	10'5"x22'8"		1	03/15/21-03/13/22	13.00	4W	$2,000.00

Special Instructions:
Advertiser has First Right to Renew at market rate 90 days prior to the renewal date
Production Not Included. Initial install +3 copy changes included at no cost.
Client can cancel with 60 days written notice.

Net Agreement Total: $26,000.00

THIS AGREEMENT IS NON-CANCELABLE BY ADVERTISER EXCEPT AS SET FORTH IN THE TERMS AND CONDITIONS ATTACHED HERETO. THIS CONTRACT CONSISTS OF THIS PAGE, THE INVENTORY SPECIFICATIONS LOCATED AT HTTPS://WWW.OUTFRONTMEDIA.COM/RESOURCES/POSTING-STANDARDS, THE PRODUCTION INFORMATION ADDENDUM PAGE, ANY ADDENDA APPLICABLE TO OTHER PRODUCTS AND SERVICES (SUCH AS MOBILE ADVERTISING OR ATTRIBUTION SERVICES), AND THE OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE INCORPORATED HEREIN, ALL OF WHICH ADVERTISER HEREBY ACKNOWLEDGES RECEIVING AND APPROVING. ANY MISSING PAGES OF THIS CONTRACT MAY BE OBTAINED OR REQUESTED THROUGH ANY OUTFRONT MEDIA OFFICE OR REPRESENTATIVE IF LOST OR NOT RECEIVED BY ADVERTISER. FACSIMILE SIGNATURES SHALL HAVE THE SAME FORCE AND EFFECT AS ORIGINAL SIGNATURES. THIS CONTRACT MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT. THE AGENCY AND/OR THE SIGNATORY HERETO REPRESENTS AND WARRANTS THAT THEY ARE AUTHORIZED TO EXECUTE THIS CONTRACT ON BEHALF OF AND BIND THE ADVERTISER AND THAT THE ADVERTISER APPROVES SAME.

ACCEPTED AND AGREED TO BY - OUTFRONT MEDIA

BY _____ DATE _____

ADVERTISER/AGENCY _____
AUTHORIZED SIGNATURE - TITLE

PLEASE PRINT Christina Aragon, Associate Supt. Business Services DATE _____
NAME - TITLE

*** Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time TF=Till Forbid**

ADVERTISER AGREEMENT - PRODUCTION INFORMATION ADDENDUM

OUTFRONT

Advertiser Bill-To# 1141802
Downey Adult School
12340 Woodruff Ave
Downey, CA 90241
562 940-6200
Attn: Blanca Rochin

CONTRACT NO.: **3251532**
D.U.S.D. Agreement No. 202021-305

DATE: 02/26/21

ADVERTISER: Downey Adult School

BRAND:

CAMPAIGN:

ACCOUNT EXECUTIVE: Jesse Matlock (L27)

Copy must meet Production specifications and be received 10 working days prior to each advertising period.

THIS AGREEMENT AND THE COPY TO BE DISPLAYED HEREUNDER IS SUBJECT TO THE APPROVAL OF OUTFRONT MEDIA'S MARKET GENERAL MANAGER AND THE OWNER OF THE LOCATION AS APPLICABLE

Market	Media/Location(s)	Size	Copy Due Date	Shipping Quantity	Shipping Address	Service AE	Ext. Fab Per Sq Ft
Los Angeles Posters	Posters/Unit# 4833-P Firestone S/L E/O Rives Se (PF) F/W	10'5"x22'8"	03/01/21	1	OUTFRONT Media 1731 Workman St. Los Angeles,CA 90031 (323) 222-7171 Attn Outdoor Operations		

OUTFRONT MEDIA TERMS AND CONDITIONS OF ADVERTISING SERVICE

1. Scope of the Contract. As used in these terms and conditions, "Company" means OUTFRONT Media and "Advertiser" means, jointly and severally, the advertiser named on the facing page to which this terms and conditions are attached, together with the advertising agency or other agent(s) or licensee(s) of the advertiser, if any ("Agency"). The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at https://www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. Agency represents that it has the authority to act and is acting as agent for the advertiser named on the facing page.

2. Delivery of Copy. At least ten working days before the estimated start date (unless otherwise agreed in writing by Company or set forth in the Inventory Specifications), Advertiser, at its sole expense, shall furnish and deliver to Company or to service points designated by Company sufficient supply of advertising copy ("Copy"), in the form and type specified by Company, with all necessary posting instructions. If Copy is not timely received in accordance with the Contract, a loss of service may occur and additional costs may be charged by Company, although commercially reasonable efforts will be used to post Copy as promptly as practicable after receipt from Advertiser. If Advertiser requests expedited installation within five working days of Company's receipt of late Copy, a fee of not less than $650 per location will be payable. If Copy is not received in a timely manner, Company may use the inventory in any manner prior to posting the late received Copy without limiting Advertiser's liability to pay for such inventory.

3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if adverse publicity results from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.

4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.

6. Maintenance and Damage. Company will use commercially reasonable efforts to maintain static displays in good condition to the extent of matters reasonably within Company's control. Should Advertiser's static Copy be lost, stolen, damaged, defaced, or deteriorated for any reason whatsoever, including ordinary wear and tear, Advertiser shall furnish replacement Copy, upon Company's request, without liability or expense to Company. If Advertiser fails to provide such replacement Copy, Company may use the location in any manner, without releasing Advertiser from its obligation to pay for such location. Any repainting or reposting requested by Advertiser in addition to that specified herein shall be paid by Advertiser in advance per Company's current quoted prices.

7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.

8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.

9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not

paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of California* and Los Angeles County, California* shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

*Please note change to legal jurisdiction

End of Terms and Conditions

OUTFRONT

ADVERTISING NON-SPACE AGREEMENT

D.U.S.D. Agreement No. 202021-305

Contract #: 3251570
Date: 02/26/21

Downey Adult School "ADVERTISER/AGENCY" hereby contracts with OUTFRONT MEDIA (OUTFRONT) for the production, installation or services advertising display as described below upon the terms and conditions set forth in this contract. The artwork furnished to OUTFRONT Media requires the following special handling and/or embellishment features not included in normal execution of advertising space:

Market/Media	Specifications	#Units	Copy Size	Total Sq. Ft.	Date(s)	No. of Periods	*	Period Cost T=Tax Value B=Barter Value		Period Total
Los Angeles Posters Production Costs	Unit#4833: Firestone S/L E/O Rives Se (PF) F/W Posting/Install Date 03/15/21	1	12'3"x24'6"		03/15/21	1.00	D	$500.00		$500.00

Total Net Amount:	$500.00
Total Shipping Cost:	$0.00
Total Sales Tax:	$0.00
Net Agreement Total:	$500.00

Advertiser Downey Adult School
Brand
Campaign
Ref. Space Contract # 3251532
Customer Ref #
Special Instructions

Approval must be provided prior to completion of all special embellishment features. This agreement is non-cancelable by advertising/agency. This agreement consists of this page and the OUTFRONT Media terms and conditions incorporated herein, all of which advertiser/agency hereby acknowledges receiving and approving. Facsimile signatures shall have the same force and effect as original signatures. Agency and/or the signatory hereto represents and warrants that they are authorized to execute the same on behalf of and bind the advertiser and that the advertiser approves same.

Sales A.E. Jesse Matlock (L27)

Approval _____ AUTHORIZED SIGNATURE

By _____ GENERAL MGR (PRINT NAME)

Date _____

Return To OUTFRONTmedia
1731 Workman Street
Los Angeles, CA 90031
323-222-7171

Advertiser/Agency Downey Adult School/Downey Unified School District AUTHORIZED SIGNATURE

Print Name/Title Christina Aragon, Associate Supt. Business Services

Date _____

Bill To Downey Unified School District (Bill-To# 1141802)

Billing Address 11627 Brookshire Avenue
Downey, CA 90241
562 940-6200
Attn: Accounts Payable

*** Period Codes: M=Monthly; W=Weekly; 4W=4 Weeks; D=Daily; OT=One Time; TF=Till Forbid ** Barter**

1. Scope of the Contract. As used in these terms and conditions, "Company" means OUTFRONT Media and "Advertiser" means, jointly and severally, the advertiser named on the facing page to which this terms and conditions are attached, together with the advertising agency or other agent(s) or licensee(s) of the advertiser, if any ("Agency"). The "Contract" consists of these terms and conditions, the facing page, the Production Information Addendum, any attached addenda applicable to other products and services (such as mobile advertising or attribution services), if any, and Company's Specifications for Inventory and Packages located at https://www.outfrontmedia.com/resources/posting-standards (the "Inventory Specifications"), which are incorporated by reference herein. Agency represents that it has the authority to act and is acting as agent for the advertiser named on the facing page.

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3. Copy Approval and Responsibility for Content. The character, design, text and illustrations on Copy and the material used are subject to approval by Company and by the location owner, transit company/authority or third party controlling the location ("Owner"). Nudity, pornographic, profane or obscene Copy is prohibited. If Copy is rejected, Advertiser shall provide acceptable replacement Copy within ten days of notification of rejection. If Advertiser fails to provide acceptable replacement Copy within such ten-day period, Company shall have the right to use the location(s) involved in any manner, without releasing Advertiser from its obligation to pay for such location(s). If after installation or posting, the Owner of a display disapproves any advertisement or if adverse publicity results from any display, Company shall have the right to remove the advertisement and, at its option, either terminate this Contract or request new acceptable Copy in accordance with this paragraph. Advertiser shall indemnify, defend and save harmless Company and Owner against all claims and liabilities (including reasonable attorneys' fees and expenses) arising out of the advertising material displayed under this Contract, including, but not limited to, any claim for defamation, any claim for infringement of any copyright, trademark, or other intellectual property right, or any claim for violation of any right of privacy, common law right or any other right of any person or entity.

4. Publicity for Certain Copy. If the Copy concerns a political, religious or social issue, Advertiser (including Agency) shall not make any press release or other public announcement or media outreach regarding this Contract or the related Copy that refers to Company without Company's express prior written consent (which consent may be granted or denied in Company's sole discretion), except as required under applicable law, in which case Advertiser shall obtain the approval of Company as to the form, nature and extent of the press release, public announcement or media outreach prior to issuing the press release or making the public announcement.

5. Inspection of Displays. Advertiser shall inspect each display within three days after installation or posting. Unless Advertiser gives written notice to Company specifying any defect within such three-day period, the display shall be conclusively presumed to have been inspected and approved by Advertiser for all purposes whatsoever, including the content and location of displays.

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7. Inability to Post Copy. If for any reason whatsoever (i) Company is unable to secure any specified location or loses the right to use any location, or (ii) Company posts fewer locations than specified, or (iii) any location becomes obstructed, destroyed or defaced, or (iv) Company fails to display digital Copy in accordance with the minimum display standard for digital displays as set forth in the Inventory Specifications, or (v) Company otherwise fails to meet its obligations hereunder, such failure shall not be deemed a breach or termination of this Contract and shall not render Company liable for any damages or offsets of any kind other than as set forth in this paragraph. As Advertiser's sole remedy and Company's sole obligation for any such failure (except where a more specific remedy is expressly provided for in this Contract), Company shall, at its sole option, either (A) extend the Advertising Period to provide an equivalent amount of advertising service at the contracted location or a replacement location of equal value (per Company's prices and/or classifications), (B) provide a pro-rated credit for advertising services equivalent to the amounts paid for services not rendered, or (C) terminate the Contract in whole or in part and receive payment in full for services rendered through the termination date, with all other remedies at law or equity being expressly waived by Advertiser.

8. Illumination of Static Displays. Where illuminated static displays are provided, illumination will be from dusk to midnight unless otherwise specified by Company for a specific display. If illumination is halted or reduced for any reason, including, but not limited to, compliance with law or malfunction of equipment, and such period of halted or reduced illumination continues for more than five days after Company's receipt of notice from Advertiser, as Advertiser's sole remedy for such illumination failure, Advertiser shall receive a credit for the period of reduced or non-illumination at the rate of 15% of the contract price for the impacted period.

9. Invoicing and Payment. Invoicing will be rendered monthly in advance dating from the commencement date of the first Advertising Period. Invoices rendered to Advertiser shall be conclusive as to the correctness of the items stated unless Company receives written objection within 15 days of the invoice date. Non-receipt of invoices or lack of invoicing shall not impact Advertiser's liability hereunder. All rates and adjustments are computed on the basis of 30 days to the month, unless a different period is specified on the facing page of this Contract. Invoices shall be due 30 days after the date of invoice and failure to pay within such timeframe shall result in a default hereunder and shall further be deemed a default under any other agreements with Company. Invoices not paid when due shall accrue interest at the rate of 1.5% per month (18% annually), or such lesser rate permitted by law. Additionally, any discounts given shall be forfeited/reversed for invoices not

paid within 60 days from the date thereof. Notwithstanding the foregoing, in the event that Company accepts payment by ACH or credit card, Company shall have the right, at Company's option, to either (i) require Advertiser to pay all amounts due or coming due under the Contract on the date of the ACH or credit card payment or (ii) require Advertiser to set up recurring payments whereby Advertiser's ACH or credit card is charged on each invoice date for the full invoice amount.

10. Credit Approval. Acceptance of this Contract is subject to credit check and approval by Company. Company, in its sole discretion, may extend or reject credit, or at any time during the term withdraw credit, and Company may thereupon require partial or full payment of the remaining contract amount in advance.

11. Advertiser Default. In the event of default or material breach by Advertiser, in addition to other remedies available at law, Company may: (i) cancel this Contract without prior notice and demand payments of all amounts remaining due and owing; (ii) without terminating this Contract, declare the entire balance of payments to be made hereunder immediately due and payable; (iii) remove all of Advertiser's Copy without limiting Advertiser's liability hereunder; and/or (iv) declare Advertiser in default under any other agreement with Company. Waiver by Company of any breach by Advertiser hereunder shall not prejudice the rights of Company with respect to any breach not specifically waived by Company.

12. Unused Copy. Company shall not be held responsible for unused posters, displays or other Copy provided by Advertiser and Company may dispose of any such materials in its discretion. Company may promote Company's own business through the use of Advertiser's posters or displays in any manner whatsoever.

13. General. This Contract contains the full agreement of the parties, and no prior representation or assurance, verbal or written not contained herein, shall affect or alter the obligations of either party hereto. Company and Advertiser accept this Contract subject to all federal, state and municipal laws and regulations. In the event any advertisement becomes illegal, Company reserves the right to terminate same upon notice to Advertiser. This Contract is not cancelable or assignable by Advertiser, nor may the subject of the advertising be changed without the consent of Company. All parties comprising Advertiser hereunder, including Agency, shall be jointly and severally liable under this Contract. This Contract and all related claims shall be construed according to the laws of the State of California* and Los Angeles County, California* shall be the proper and exclusive legal jurisdiction and venue for any resulting legal action. Company is an Equal Opportunity Employer.

*Please note change to legal jurisdiction 

End of Terms and Conditions

II. 39. RATIFY Service Agreement No. 202021-311 with Bright Event Rentals to provide the set up and installation of District-provided event tents at Downey and Warren High Schools from April 5, 2021 through April 30, 2021.

Supporting Documents

scan0650

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

SERVICE AGREEMENT
Agreement No. 202021-311

THIS AGREEMENT made and entered into this 17th of March, 2021 by and between Bright Event Rentals, 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.
   Set up and installation of District provided event tents at Downey and Warren High Schools

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $18,273.37 per school, not to exceed $36,546.74 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 April 5th, 2021 and will terminate on or before April 30th, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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 orclaimed to have been sustained or caused directly by the gross negligence or willful misconduct of the SERVICE PROVIDER, itssub SERVICE PROVIDERs, or those of any of its officers, agents,

or employees, whether such act is authorized by this Agreement or not; and SERVICE PROVIDER shall pay for any and all damage to the property of the DISTRICT, or loss or theft of suchproperty, 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 insuredsas 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

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

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

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

SERVICE PROVIDER
Name: Bright Event Rentals
Dept.:
Address: 1640 West 190th Street
Los Angeles, CA 90501
Contact: Tyler Bidle
Phone/email: 310-386-5224/tyler@bright.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent Business Services

Date: _____

SERVICE PROVIDER

Signature

Print Name: Thomas Conway

Print Title: CFO

Date: 3/22/21

District use only below line

Account Number to be Charged _____

Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

bright
EVENT RENTALS

Los Angeles
1640 West 190th Street
Los Angeles, CA 90501
Tel: (310) 202-0011

West Los Angeles
10531 West Pico Boulevard
Los Angeles, CA 90064
Tel: (310) 202-0011

Santa Barbara
1120 Mark Avenue
Carpinteria, CA 93013
Tel: (805) 566-3566

QUOTE 1260989- DELIVERY

RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:	
DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVE DOWNEY CA 90241 (562) 469-6535 MARGUTIERREZ@DUSD.NET	DOWNEY HIGH SCHOOL 11040 BROOKSHIRE AVE DOWNEY CA 90241 MARCOS GUTIRREZ/(562) 469-6535	DEL Window:	8:00 AM - 4:00 PM
		Delivery/Out:	04/07/21 Wed
		Event Time:	
		Event:	04/07/21 Wed
		PU Window:	8:00 AM - 4:00 PM
		Pick-up/In:	04/07/21 Wed

Ordered by:	MARCOS GUTIRREZ	PO/Job #	LABOR ORDER	Consultant:	JANET	MOD by:	JVZ
Phone:	(562) 469-6535			Salesperson:	TYLER		

Sign up for an account to manage your orders at www.bright.com - Download our new app to track your deliveries in real time.

Qty	Item Description	Unit Rate	Total
	Quotes are valid for 30 days from the date provided. All Prices are subject to change after that time with or without notice. Quotes do not reserve rentals or guarantee a delivery date/time. All items are subject to availability when you confirm your order.		
	A 50% deposit via credit card is required to confirm your rental contract.		
	o Client to handle all necessary permitting for tents		
	~ MISCELLANEOUS ~		
1	HEAVY EQUIPMENT		
	o (1) 5k forklift	725.00	725.00
	~ RETAIL ~		
28	CONCRETE BLOCK 685 LB	345.00	9660.00
28	COVER CONCRETE BLOCK 685LBS WH	45.00	1260.00
28	3/8" ANCHOR SHACKLE	5.25	147.00
	~ LABOR, PORTAGE, MANHOURS ~		
1	PRODUCTION LABOR	4680.00	4680.00
	o Labor to install (2) 40x50 tents		
	o Client to provide stakes for anchoring		
	~ DELIVERY FEES ~		
1	DELIVERY / PICKUP 90241	750.00	750.00
	o To pickup from Aztec Tents and deliver to job site		
	o Trucking for concrete blocks		

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SIGNATURE BOX - PLEASE READ BEFORE SIGNING

- Your signature signifies your agreement to BRIGHT's terms and conditions (attached).
- This is your order as we have entered it. Please notify us immediately of any discrepancies.
- Please return linens & napkins in the supplied linen bags. Return hangers in the hanger bags.
- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, call our 24-Hour Emergency line at (310) 202-0011, then press 1.

SIGNATURE

PRINT DATE

bright
EVENT RENTALS

Los Angeles	West Los Angeles	Santa Barbara
1640 West 190th Street	10531 West Pico Boulevard	1120 Mark Avenue
Los Angeles, CA 90501	Los Angeles, CA 90064	Carpinteria, CA 93013
Tel: (310) 202-0011	Tel: (310) 202-0011	Tel: (805) 566-3566

QUOTE 1260989- DELIVERY

RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:	
DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVE DOWNEY CA 90241 (562) 469-6535 MARGUTIERREZ@DUSD.NET	DOWNEY HIGH SCHOOL 11040 BROOKSHIRE AVE DOWNEY CA 90241 MARCOS GUTIRREZ/(562) 469-6535	**DEL Window:** **Delivery/Out:** **Event Time:** **Event:** **PU Window:** **Pick-up/In:**	**8:00 AM - 4:00 PM** 04/07/21 Wed 04/07/21 Wed **8:00 AM - 4:00 PM** 04/07/21 Wed

Ordered by:	MARCOS GUTIRREZ	PO/Job #	LABOR ORDER	Consultant:	JANET	MOD by:	JVZ
Phone:	(562) 469-6535			Salesperson:	TYLER		

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Qty	Item Description	Unit Rate	Total
----- Payments ------			

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- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, call our 24-Hour Emergency line at (310) 202-0011, then press 1.

SIGNATURE

PRINT DATE

Rentals	0.00
Custom / Sub - Rentals	725.00
Sales	11,067.00
Delivery/Pickup	750.00
Labor	4,680.00
Damage Waiver	0.00
Sales Tax	1,051.37
Total	18,273.37
Total Paid	0.00
Est Amount Due	18,273.37

03/09/21 16:33:10 Page 2

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EVENT RENTALS

Los Angeles	West Los Angeles	Santa Barbara
1640 West 190th Street	10531 West Pico Boulevard	1120 Mark Avenue
Los Angeles, CA 90501	Los Angeles, CA 90064	Carpinteria, CA 93013
Tel: (310) 202-0011	Tel: (310) 202-0011	Tel: (805) 566-3566

QUOTE 1254825-4 — DELIVERY

RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:	
DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVE DOWNEY CA 90241 (562) 469-6535 MARGUTIERREZ@DUSD.NET	WARREN HIGH SCHOOL 8141 DE PALMA ST DOWNEY CA 90241 MARCOS GUTIRREZ/(562) 469-6535	DEL Window: Delivery/Out: Event Time: Event: PU Window: Pick-up/In:	8:00 AM - 4:00 PM 04/07/21 Wed 04/07/21 Wed 8:00 AM - 4:00 PM 04/07/21 Wed

Ordered by:	MARCOS GUTIRREZ	PO/Job #	LABOR ORDER	Consultant:	JANET	MOD by:	JVZ
Phone:	(562) 469-6535			Salesperson:	TYLER		

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Qty	Item Description	Unit Rate	Total
	Quotes are valid for 30 days from the date provided. All Prices are subject to change after that time with or without notice. Quotes do not reserve rentals or guarantee a delivery date/time. All items are subject to availability when you confirm your order.		
	A 50% deposit via credit card is required to confirm your rental contract.		
	o Client to handle all necessary permitting for tents		
	~ MISCELLANEOUS ~		
1	HEAVY EQUIPMENT *o (1) 5k forklift*	725.00	725.00
	~ RETAIL ~		
28	CONCRETE BLOCK 685 LB	345.00	9660.00
28	COVER CONCRETE BLOCK 685LBS WH	45.00	1260.00
28	3/8" ANCHOR SHACKLE	5.25	147.00
	~ LABOR, PORTAGE, MANHOURS ~		
1	PRODUCTION LABOR *o Labor to install (2) 40x50 tents* *o Client to provide stakes for anchoring*	4680.00	4680.00
	~ DELIVERY FEES ~		
1	DELIVERY / PICKUP 90241 *o To pickup from Aztec Tents and deliver to job site* *o Trucking for concrete blocks*	750.00	750.00

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SIGNATURE BOX - PLEASE READ BEFORE SIGNING

- Your signature signifies your agreement to BRIGHT's terms and conditions (attached).
- This is your order as we have entered it. Please notify us immediately of any discrepancies.
- Please return linens & napkins in the supplied linen bags. Return hangers in the hanger bags.
- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, call our 24-Hour Emergency line at (310) 202-0011, then press 1.

SIGNATURE

PRINT DATE

03/09/21 16:30:25 Page 1

bright
EVENT RENTALS

Los Angeles	West Los Angeles	Santa Barbara
1640 West 190th Street	10531 West Pico Boulevard	1120 Mark Avenue
Los Angeles, CA 90501	Los Angeles, CA 90064	Carpinteria, CA 93013
Tel: (310) 202-0011	Tel: (310) 202-0011	Tel: (805) 566-3566

QUOTE 1254825-4 — DELIVERY

RENTED TO:	DELIVERY LOCATION:	DATES/TIMES:	
DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVE DOWNEY CA 90241 (562) 469-6535 MARGUTIERREZ@DUSD.NET	WARREN HIGH SCHOOL 8141 DE PALMA ST DOWNEY CA 90241 MARCOS GUTIRREZ/(562) 469-6535	DEL Window:	8:00 AM - 4:00 PM
		Delivery/Out:	04/07/21 Wed
		Event Time:	
		Event:	04/07/21 Wed
		PU Window:	8:00 AM - 4:00 PM
		Pick-up/In:	04/07/21 Wed

Ordered by:	MARCOS GUTIRREZ	PO/Job #	LABOR ORDER	Consultant:	JANET	MOD by:	JVZ
Phone:	(562) 469-6535			Salesperson:	TYLER		

Sign up for an account to manage your orders at www.bright.com - Download our new app to track your deliveries in real time.

Qty	Item Description	Unit Rate	Total
----- Payments ------			

www.bright.com — THANK YOU FOR YOUR BUSINESS — sales-la@bright.com

SIGNATURE BOX - PLEASE READ BEFORE SIGNING

- Your signature signifies your agreement to BRIGHT's terms and conditions (attached).
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- Please rinse off dirty dishes, glasses & tableware and return them to the appropriate containers.
- Please make all adjustments to your order no later than 3 days prior to your delivery date.
- For after hour EMERGENCIES, call our 24-Hour Emergency line at (310) 202-0011, then press 1.

SIGNATURE

PRINT DATE

Rentals	0.00
Custom / Sub - Rentals	725.00
Sales	11,067.00
Delivery/Pickup	750.00
Labor	4,680.00
Damage Waiver	0.00
Sales Tax	1,051.37
Total	18,273.37
Total Paid	0.00
Est Amount Due	18,273.37

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II. 40. RATIFY First Amendment to Service Agreement No 202021-92 with Pacific Coast Speech Services Inc. by adding additional Speech and Language Services starting on March 2, 2021.

Supporting Documents

scan0651

D.U.S.D. Agreement No. 202021-92
Purchase Order No. (Req. #21*908)
Board Approval Date: August 18, 2020
1st Amendment Approval Date: April 20, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this **2nd day of March 2021**, between **Pacific Coast Speech Services Inc.,** hereinafter referred to as **"CONSULTANT"**, and the **DOWNEY UNIFIED SCHOOL DISTRICT,** hereinafter referred to as **"DISTRICT"**.

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

1. To amend certain AGREEMENT 202021-92 approved by the Board of Education on August 18, 2020 and amended March 2, 2021 to provide speech-language pathologist tasks including therapy, assessments, reports, IEP meetings, and other duties as needed to include the following:

   A. By adding speech-language services per the attached contract; and

   B. By increasing the AGREEMENT amount by sixteen thousand five hundred and seventy-five DOLLARS AND 0/100 ($16,575.00) from one hundred eight-four thousand eight hundred twenty DOLLARS AND 0/100 ($184,820.00), for a total AGREEMENT amount of two hundred one thousand three hundred ninety-five DOLLARS AND 0/100 ($201,395.00); and

   C. Keeping the contract completion date to be through June 30, 2021.

2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-92, shall remain in full force and effect.

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

PACIFIC COAST SPEECH SERVICES, INC.

By Annette Crotty

Print Name Annette Crotty

Title V.P. Finance

Date 3/2/2021

DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY

By _____

Christina Aragon

Associate Superintendent, Business Services

Date _____

EXHIBIT "1"

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

II. 41. RATIFY Service Agreement No. 202021-312 with Haynes Family of Programs - S.T.A.R. Academy to provide compensatory educational services in the areas of Language and Speech to a District student, effective March 17, 2021 through June 30, 2021.

Supporting Documents

scan0652

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

SERVICE AGREEMENT
Agreement No. 202021-312

THIS AGREEMENT made and entered into this 17 of March, 2021 by and between Haynes Family of Programs-S.T.A.R. 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.
   Compensatory educational services in the areas of Language & Speech (LAS) services for up to 30 (thirty) hours to be used at the discretion of the parents.

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $4,950.00, not to exceed $5,450.00 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 March 17, 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Signature: Wayne Shannon (Mar 19, 2021 13:44 PDT)

Email: wshannon@dusd.net

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Haynes Family of Programs
Purchasing Services	Dept.:	S.T.A.R. Academy
11627 Brookshire Ave.	Address:	P.O. Box 400
Downey, CA 90241		LaVerne, CA 91750
Contact: Darren Purseglove	Contact:	Jonas Maceda, 909-667-2107
(562)469-6531/	Phone/email:	jmaceda@leroyhaynes.org
dpurseglove@dusd.net		

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

DISTRICT	SERVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	S.T.A.R. Academy/ Haynes Family of Programs
	Daniel Maydeck Digitally signed by Daniel Maydeck DN: cn=Daniel Maydeck, o=Haynes Family of Programs - S.T.A.R. Academy, ou, email=jmaceda@leroyhaynes.org, c=US Date: 2021.03.17 15:22:41 -07'00'
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Daniel Maydeck
Print Title: Associate Superintendent Business Services	Print Title: CEO/President
Date:	Date: 03/17/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Patricia Sandoval (Mar 19, 2021 13:43 PDT)

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

Haynes Family of Programs - S.T.A.R. Academy
Rate Sheet 2020-2021

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

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

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

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

HAYNES

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

Date Modified 4/15/2020

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

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

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

HAYNES

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

Date Modified 4/15/2020

II. 43. RATIFY Service Agreement No. 202021-314 with Jackson Risk Management, Inc. to provide Alternative Dispute Resolution services for Downey SELPA from April 1, 2021 through June 30, 2021.

Supporting Documents

scan0653

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

SERVICE AGREEMENT
Agreement No. 202021-314

THIS AGREEMENT made and entered into this 1 of April, 2021 by and between Jackson Risk Management, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   See Scope of Work

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $65,000.00, not to exceed $65,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.

3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.

4. **Term**. The term of this agreement begins 04/01/2021 and will terminate on or before 06/30/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Jackson Risk Management
Dept.:
Address: 1443 Washington Blvd., #129
Pasadena, CA 91109
Contact: Yani Aghili
Phone/email: (626)354-2339/jacksonriskmgmt@gmail.

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date: April 20, 2021

SERVICE PROVIDER

Jackson Risk Management

Signature

Print Name: Keyan Aghili

Print Title: Neutral

Date: 3-10-2021

District use only below line

Account Number to be Charged 01.1-33950.0-50500-22000-5890-7210019

Alanna Cooper, SELPA Director
Name and Title of Site Administrator-Please print

Signature of Site Administrator Date

Signature of Program Director ONLY IF using categorical funds Date

JACKSON RISK MANAGEMENT

SCOPE OF WORK

Consultant shall assist the SELPA with ADR services for expediting the resolution of special education compliance complaints and disputes by providing neutral mediation services resulting in reducing costs and legal fees. Consultant will also support the SELPA with training and support regarding procedures and policies for ADR including settlements, withdrawal of formal complaints, and establishing relationships with the parents.

Consultant will offer support to the collaborative process for resolving any disputes outside the courtroom, legal due process filing or civil litigation setting. Consultant will attempt to reduce (1) the number of unsigned IEPs, compliance complaints, and Office of Administrative Hearings Due Process filings and complaints, which ultimately lead to federal court litigation and as otherwise directed by the District to help reduce costs, litigation and maximize support for the school sites.

Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to the District.

II. 44. RATIFY Service Agreement No. 202021-316 with Elizabeth Gallardo, CCC-SLP, BCBA for Independent Educational Evaluation in the area of Functional Behavior Assessment and IEP meeting attendance, effective March 17, 2021 through May 28, 2021.

Supporting Documents

scan0654

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

SERVICE AGREEMENT
Agreement No. 202021-316

THIS AGREEMENT made and entered into this 17th of March, 2021 by and between Elizabeth Gallardo, CCC-SLP, BCBA, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Independent Educational Evaluation in the area of Functional Behavior Assessment (FBA) and IEP meeting attendance (Student # 740701)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $2,600.00, not to exceed $2,600.00 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 March 17, 2021 and will terminate on or before May 28, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.

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

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

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Signature: Wayne Shannon (Mar 22, 2021 16:06 PDT)

Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

Name: Elizabeth Gallardo, CCC-SLP, BCBA
Dept.:
Address: P.O. Box 1644
Bellflower, CA 90707-1644
Contact: Elizabeth Gallardo 562-565-5107
Phone/email: egallardoslpbcba@gmail.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date:

SERVICE PROVIDER

Signature

Print Name: Elizabeth Gallardo

Print Title: BCBA

Date: 3/24/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000

Patricia G. Sandoval, Director of Special Education
Name and Title of Site Administrator-Please print

Patricia Sandoval (Mar 22, 2021 15:58 PDT)

Signature of Site Administrator — Date: Mar 22, 2021

Signature of Program Director ONLY IF using categorical funds — Date

II. 45. RATIFY Service Agreement No. 202021-318 with Haynes Family of Programs - S.T.A.R. Academy to provide supplemental academic support and reading specialist to a District student, effective April 12, 2021 through September 1, 2021.

Supporting Documents

scan0655

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

SERVICE AGREEMENT
Agreement No. 202021-318

THIS AGREEMENT made and entered into this 24th of March, 2021 by and between Haynes Family of Programs-STAR Agency, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

1. **Service Description.** SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
   Supplemental Academic Support / Reading Specialist (up to 8 hours per week, maximum - 124 hours)

   (Student # 724527, WL)

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $85.00, not to exceed $10,540.00 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 April 12, 2021 and will terminate on or before September 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

Signature: Wayne Shannon (Mar 25, 2021 10:59 PDT)

Email: wshannon@dusd.net

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

DISTRICT

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

SERVICE PROVIDER

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

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent
Business Services

Date:

SERVICE PROVIDER

Haynes Family of Programs - STAR Agency

Daniel Maydeck Digitally signed by Daniel Maydeck DN: cn=Daniel Maydeck, o=Haynes Family of Programs, ou=S.T.A.R. Academy, email=jmaceda@leroyhaynes.org, c=US Date: 2021.03.25 09:38:20 -07'00'

Signature

Print Name: Daniel Maydeck

Print Title: CEO/President

Date: 03/25/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000

Patricia G. Sandoval, Director of Special Education

Name and Title of Site Administrator-Please print

Patricia Sandoval (Mar 25, 2021 10:38 PDT)

Signature of Site Administrator

Mar 25, 2021

Date

Signature of Program Director ONLY IF using categorical funds

Date

Haynes Family of Programs - S.T.A.R. Academy
Rate Sheet 2020-2021

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

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

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

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

HAYNES

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

Date Modified 4/15/2020

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

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

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

HAYNES

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

Date Modified 4/15/2020

II. 47. APPROVE Service Agreement No. 202021-320 with Certification & Career Pathways Readiness Group (2 CPR Group) to provide Career Technical Education teacher support for hybrid and in-person learning from April 21, 2021 through December 31, 2021.

Supporting Documents

scan0656

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

SERVICE AGREEMENT
Agreement No. 202021-320

THIS AGREEMENT made and entered into this 20th of April, 2021 by and between 2 CPR Group, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

   See Addendum A "Scope of Work"

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $10,000 per Pathway X 17, not to exceed $170,000 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 04/21/2021 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	2 CPR Group (Sean Glumace/Angela Al
Business Services	Dept.:	
11627 Brookshire Ave.	Address:	3066 N. Torrey Pine Lane
Downey, CA 90241		Orange, CA 92865
Contact: Debbie Black	Contact:	Angela Allison or Sean Glumace
(562)469-6521/dblack@dusd.net	Phone/email:	949-485-9781 or 562-706-8999

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	2 CPR Group
	Angela Allison
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Angela Allison
Print Title: Associate Superintendent Business Services	Print Title: Co-Owner
Date:	Date: 3/22/2021

District use only below line

Account Number to be Charged 01.0-63880.0-38000-10000-5890-7460000 $60,000 20/21 fiscal year $110,000 2021/22 fiscal year

John M. Harris, Director of College and Career Readiness

Name and Title of Site Administrator-Please print

Signature of Site Administrator 3-22-21 Date

Signature of Program Director ONLY IF using categorical funds Date

Scope of Work

RATIONALE

This project proposes to support and partner with 17 Downey Unified School District (DUSD) career technical education (CTE) teachers in their transition to hybrid course delivery and to fulfill the Strong Workforce 1 industry-informed requirements before the grant sunsets 12/31/21.

2CPR Group proposes to provide regular, one-on-one, teacher support for hybrid and in-person learning delivery.

2CPR Group will engage CTE faculty with responsive, relevant, and personalized coaching and content for their CTE classroom needs that incorporate industry participation and address content delivery challenges. This individually focused model will support teachers to meet and exceed the Strong Workforce 1 requirements for relevant and current industry content during the hybrid transition. Teachers will be coached, mentored, and supplied with resources that engage students and enhance learning. This effort will bridge industry to the classroom/students, providing current career preparedness options without creating additional demand on the teacher's workload. The term current includes the many sector shifts occurring as the California economy recovers and rebuilds due to the pandemic. 2CPR Group will serve as mentors and implementers. Teachers will not be given extra work, instead, they will gain an experienced field support team.

2CPR Group's project team includes Angela Allison, Sean Glumace, and CTE specialists. This scope of work covers a 9-month period starting April 21, 2021 and ending December 31, 2021.

The total budget for this is $10,000 per pathway x 17 pathways or not to exceed $170,000. Pathways include:

Arts, Media, & Entertainment

1. Animation
2. Film & Video Production
3. Photography & Digital Imaging
4. Graphic Design
5. Multimedia (PMA)

Building & Construction Trades

6. Construction Technology Engineering & Architecture
7. Engineering

Education & Family Services

8. Principles of Education

Health Science & Medical Technology

9. Biomedical Sciences
10. Sports Medicine

Hospitality, Tourism, & Recreation

11. Culinary Arts
12. Food Science, Dietetics, and Nutrition

Information & Communication Technologies

14. Computer Science
15. Audiovisual in collaboration with Audiovisual and Integrated Experience Association (AVIXA)

Transportation

16. Automotive Technology

Fashion & Interior Design-Personal Services

Scope of Work

17. Make-Up Artistry

Services & Deliverables
Teacher Support Team • Support pathway teachers with regular communication on industry-related questions, needs, and materials that support student career exploration and transition • Create opportunities, virtual and/or in-person, that connect students, teachers, and industry professionals • Connect and support individual teachers with current industry-based partners to create personal connections between industry and CTE classroom teachers and students. Individual teacher support team efforts are different from Industry Advisory Board meetings held for DUSD CTE compliance • Recruit and engage entrepreneurs and employers to participate as guest speakers, mentors, or content providers • Mentor teachers on current labor market trends to support teacher advice to students in their career planning efforts • Partner with teachers to encourage and plan project-based learning opportunities that serve as portfolio work for student career exploration and demonstration
Teacher and Pathway Promotion Support • Collaborate with pathway teachers to develop promotional strategies within the existing HS and feeder middle schools • Create a series of 2-3 (per pathway) student-produced and hosted Voices of Industry (VoI) short videos virtual or recorded on location interviewing industry professionals. Videos highlight various topics from career opportunities and pathways to the profession to industry insight. The videos are industry leaders discussing their work, entry-level positions, and preparing for employment for teacher use in classrooms (different from videos that present DUSD to the community) • Identify top five priorities to enhance student opportunities for entry-level employment and continue to validate those with the VoI interviews. Support teachers within class/homework activities related video • Facilitate student activities in industry-specific field trips for all pathways when Covid-19 restrictions allow (e.g., The Coliseum Event or Sony Studios speakers and tours)

Scope of Work

Deliverables by Contract

Contract One Focus: DUSD CTE Compliance

- Perform site-level Comprehensive Local Needs Assessment and Report
- Provide technical assistance to develop robust industry advisory committees and facilitate advisory meetings for all CTE pathways
- Provide technical assistance to the district to assist in a variety of areas to ensure teachers and administrators understand and implement best practices around scheduling/rostering CTE courses and maintaining high-quality curriculum and pathways
- Facilitate student enrollment and early college credit partnerships with California Community Colleges to ensure that formal articulation/dual enrollment/concurrent enrollment and ensure they integrate into the course outlines
- Review and assist teachers in curriculum revision to include standard alignment, articulation, and early college credit options and pathway alignment

Contract Two Proposal Focus: Teacher and Classroom Strong Workforce 1

- Hybrid transition support that engages CTE faculty with responsive, relevant, and personalized solutions for their CTE classroom needs that incorporate industry participation and content delivery challenges
- Develop a solid infrastructure within 17 pathways and provide ongoing, one-on-one, teacher support for both in-person and hybrid learning models
- Serve as facilitators and solutions architects to the teachers that encourages and allows for more active and ongoing industry involvement. Teachers will be able to make quick and simple requests, and 2CPR Group will work to identify, locate and schedule classroom activities for teachers to enhance course content with industry involvement

Scope of Work

Angela Allison and Sean Glumace (2CPR Group) have spent the last three and a half years as education systems consultants bridging the gaps in Career and Technical Education between the K12 and Community college system.

Together, they previously served as the key talent/project directors for the *K-14 Statewide Career Pathway Technical Assistance Provider -- Doing What Matters for Jobs and the Economy* for the CA Community Colleges Chancellor's Office.

They work closely with many colleges and K12/high school districts, including administrators, teachers, and key staff to bring accurate and relevant improvements to various CTE programs and pathways.

Together they served as the first point of contact between Career Pathways stakeholders, California Department of Education, and the Chancellor's Office. They provide leadership, guidance, and technical assistance at the local, regional, and state level to expand and improve Career Pathways from middle, high school to community college programs and into careers.

Angela Allison has worked in both K12 and college education systems since the 90s. Between 2013 and 2015, she was Interim Dean - Career and Technical Education (CTE) & Business at Golden West College in Huntington Beach. She served as the division administrator overseeing 14 departments with 100-plus faculty members and worked with the Vice President of Instruction to oversee CTE/business academic affairs. Prior to that, as director of special grants and projects at West Hills Community College District, she managed multiple college, district, and regional grants and contracts. Angela has presented to community college groups about WIOA as it connects to students' career pathways and career readiness. She holds her master's degree in education from Azusa Pacific University and Bachelor of Science from Oregon State University.

Sean Glumace spent two decades as an education advocate, graphic designer, comic book letterer, and digital media instructor for over 20 years. Sean provides extensive college- and program-level experience in Career and Technical Education, K-12 partnerships, and pathway development critical to facilitating faculty and administrator engagement and adopting promising practices. In 2014, he became an Adobe Education Leader dedicated to enhancing creativity and collaboration and improving the teaching and learning experience. He holds a California Career Technical Education Credential in Arts Media and Entertainment and a Bachelor of Science degree in Instructional Design.

II. 55. RATIFY Service Agreement No. 202021-329 with Haynes Family of Programs - S.T.A.R. Academy to provide Language, Speech and Supplemental Academic Services to a District student, effective March 31, 2021 through December 31, 2021.

Supporting Documents

scan0657

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

SERVICE AGREEMENT
Agreement No. 202021-329

THIS AGREEMENT made and entered into this 31 of March, 2021 by and between Haynes Family of Program-STAR Academy, 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 Student #710126 with 30 Hours of LAS and 60 Hours of Supplemental Academic Services

   LAS @ $165/Hour and SAS @ $85/Hour

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: $10,050.00, not to exceed $10,050.00 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 03/31/2021 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. **Insurance**. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

***Workers' Compensation/Employer's Liability*:**

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

Professional Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

DISTRICT	SERVICE PROVIDER	
Downey Unified School District	Name:	Haynes Family of Programs, Inc.
Business Services	Dept.:	DBA: S.T.A.R. Academy (NPA)
11627 Brookshire Ave.	Address:	P.O. Box 400
Downey, CA 90241		LaVerne, CA 91750-0400
Contact: Debbie Black	Contact:	Jonas Maceda
(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 - S.T.A.R. Academy
	Daniel Maydeck Digitally signed by Daniel Maydeck DN: cn=Daniel Maydeck, o=Haynes Family of Programs, ou=S.T.A.R. Academy, email=jmaceda@leroyhaynes.org, c=US Date: 2021.03.31 11:46:26 -07'00'
Signature	*Signature*
Print Name: Christina Aragon	Print Name: Daniel Maydeck
Print Title: Associate Superintendent Business Services	Print Title: CEO/President
Date:	Date: 03/31/2021

District use only below line

Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000

Patricia G. Sandoval, Director of Special Education
Name and Title of Site Administrator-Please print

Patricia Sandoval (Apr 1, 2021 09:15 PDT)

Apr 1, 2021

Signature of Site Administrator — Date

Signature of Program Director ONLY IF using categorical funds — Date

Haynes Family of Programs - S.T.A.R. Academy
Rate Sheet 2020-2021

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

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

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

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

HAYNES

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

Date Modified 4/15/2020

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

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

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

HAYNES

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

Date Modified 4/15/2020

II. 56. RATIFY Agreement No. 202021-331 with Zoom to provide annual Zoom services and software to conduct District-wide staff and classroom meetings from April 8, 2021 through April 7, 2022.

Supporting Documents

scan0658

zoom

Renewal Form Number: Q943336
Valid Until: 04/09/2021

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA
Email: jim.sigman@zoom.us

Billed To	**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	**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 **Renewal Subscription Term:** 12 Month **Order Start Date:** 04/08/2021	**Billing Method:** Email **Currency:** USD **Payment Method:** Other **Payment Term:**Net 30

This Zoom Renewal Form is for renewing an existing subscription. 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).

RATE PLAN	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	TOTAL
Renewed "1000 Participants meeting Annual"	1000 Participants meeting Annual	Annual	3	USD 1,080.00	USD 3,240.00
Renewed "500 Participants meeting Annual"	500 Participants meeting Annual	Annual	11	USD 600.00	USD 6,600.00
Renewed "Education Annual"	Education Annual	Annual	1834	USD 25.00	USD 45,850.00
Renewed "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	3	USD 3,400.00	USD 10,200.00
Renewed "Webinar 3000 Annual"	Webinar 3000 Annual	Annual	3	USD 7,920.00	USD 23,760.00
Renewed "Webinar 500 Annual"	Webinar 500 Annual	Annual	2	USD 1,400.00	USD 2,800.00

(Before Taxes) **Annual Spend:**	**USD 92,450.00**

Other Terms & Notes

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.

Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. 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.

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:	
Print Name:	Christina Aragon, Associate Supt. Business Services
Date:	April 2, 2021
Zoom Service Effective Date: 04/08/2021	
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.

II. 57. APPROVE Contract with the Los Angeles County Office of Education for PeopleSoft Financial Systems, Fiscal Year 2021-22, effective July 1, 2021 through June 30, 2022.

Supporting Documents

scan0659

CONTRACT
FOR
PEOPLESOFT FINANCIAL SYSTEM
FISCAL YEAR 2021-2022

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public education agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

Downey Unified School District, BU#64451, hereinafter referred to as "District," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE shall provide financial system services to the District in conformance with Exhibit A, Services Provided by LACOE, Exhibit B, PeopleSoft Reports, and Exhibit C, PeopleSoft Financial System FY 2021-22 Worksheet, all attached hereto and made a part hereof.

2. TERM

This Contract is effective July 1, 2021, and shall remain in effect through June 30, 2022.

3. PAYMENT

District shall pay LACOE the costs, as specified in Exhibits A, B, and C. The total amount payable to LACOE by the District for the fiscal year (FY) 2021-2022 for financial system services shall be transferred quarterly from the District to LACOE by a journal. Transfers made for the first three (3) quarters shall be based upon the estimated cost of the District during FY 2021-22. The final quarter transfer will be adjusted to reflect District's actual charges for the FY 2021-22's school year. Notices of journal transfers will be provided.

4. REVISING EXHIBITS

Both parties anticipate that during the course of the fiscal year, changes may be made to the subscribed services and revisions may be required to the exhibits which are part of this Contract. In these instances, District shall issue to LACOE Revised Exhibit A and/or Exhibit B accompanied by a signed Exhibit C to reflect any addition and/or deletion of subscribed services requested by the District during the fiscal year.

5. INDEMNIFICATION

District 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 to the extent that 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.

LACOE 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 to the extent that 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.

6. AMENDMENTS

The Contract may be amended by mutual written document, signed by both of the parties.

7. INSURANCE

District and LACOE shall take out and maintain such general liability, property damage, workers' compensation and automobile insurance as is required to protect their interests.

8. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of District. During the course of this agreement neither LACOE nor District shall at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the other.

9. RECORD RETENTION AND INSPECTION

The District 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 the District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years.

10. CONFIDENTIALITY AND NON-DISCLOSURE

Subject to any State or Federal laws requiring disclosure (e.g., the California Public Records Act), the parties agree, during the term of this Contract and for five (5) years after termination or expiration of the Contract, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. The parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of and as specified in this Contract. Each party agrees to take all reasonable steps to ensure that proprietary or confidential information of either party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Contract.

11. 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 shall only be effective if the initials of both contracting parties appear beside such deletion or change.

12. SEVERABILITY/WAIVER

12.1. 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.

12.2. 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.

13. 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 as specified in the amendment section of this Contract.

14. 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" section, 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.

15. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into, and executed in Los Angeles County, California, and 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. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

16. 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:

LACOE:

Los Angeles County Office of Education
Contracts Section
9300 Imperial Highway,
Downey, CA 90242-2890

District:
Mailing Address is District Office

17. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, the District, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

18. TUBERCULOSIS TESTING

In the event that District's employees and/or representatives will come into contact with LACOE students or staff the District's employees/representatives must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

19. TOBACCO-FREE WORKPLACE

When at LACOE-owned or LACOE–leased buildings, both parties hereby agree to comply with the Los 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 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 products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

20. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District 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.

21. 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.

22. ASSIGNMENT

District 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.

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 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. 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.

25. 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.

26. 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.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

27.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

27.2. 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.

27.3. 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 21.2 above, of this certification;

27.4. 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.

28. TERMINATION

The Contract may be terminated by LACOE or District upon 30 days advance written notification.

29. COVENANT AGAINST CONTINGENT FEES

District 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 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.

30. 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, 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

31. COMPLIANCE WITH LAW

District shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. 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 LACOE, provide evidence of same.

32. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

33. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's budget affecting the contractual execution of this agreement does not appropriate sufficient funds for the contracted services or if grant funds related to these contracted services 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 provide services to District under this agreement, and the District shall not be obligated to make payment for services that are not rendered.

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.

34. 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.

LOS ANGELES COUNTY OFFICE OF EDUCATION

By _____
Patricia Smith
Chief Financial Officer

Date _____
Report 3/27/21

School Dist.: Downey Unified School District, BU#64451, Contract #C-20996

By _____

Christina Aragon
Typed or Printed Name

Title Associate Superintendent, Business Services

Date May 12, 2021

Date Approved
by Board, if Required _____

Contact Person Michael Martinez, CPA,MBA

Title Senior Director, Budget & Finance

Phone # (562) 469-6621

Email: mimartinez@dusd.net

Return the original signed copy to:
Adebayo Onanuga
ABD/LACOE
9300 Imperial Highway, ECW, Room 165
Downey, CA 90242-2890

Annual Subscription charges for the PeopleSoft Financial System (PSFS) will continue through June 30, 2022 (i.e., through Fiscal Year 2021-22). This extension of PSFS subscription charges through June 30, 2022 supersedes the Section 10. of the Memorandum of Understanding (MOU), which states, "PeopleSoft charges will continue through December 31, 2021."

Annual Subscription charges for the BEST Advantage System – Financial (FIN) will begin on July 1, 2022 (i.e., for Fiscal Year 2022-23). The Fiscal Year 2022-23 Annual Subscription charges for the BEST Advantage System – FIN for each agency will be no more than the respective Fiscal Year 2021-22 PSFS Annual Subscription charges paid by each agency.

SERVICES PROVIDED BY LACOE

- General Ledger (GL)
- Accounts Payable (AP)
- Inventory
- Purchasing
- 1099 Reporting
- Reports
- System Support
- Training

VARIOUS INTERFACES

- Accounts Payable (AP)
- Budget Adjustment
- Chart field
- General Ledger (GL)
- Vendor
- Outgoing Payment

Charges shall be computed in conformance with the amount indicated herein for each system and/or system component selected by the District. For the purpose of this Contract, ADA shall be the total average daily attendance of the K-12 district (includes Special Education, ROC/P, and Adult Education) as reported in the Second Period Report of Attendance for the prior Fiscal Year 2019-2020. Total accounts shall be defined as the total number of accounts for all funds on file on February 19, 2021.

It is estimated that the amount payable to LACOE for the FY 2021-2022 will be as follows:

GENERAL LEDGER AND ACCOUNTS PAYABLE

Features:

- Data entry through workstations
- Chart of accounts to meet State reporting requirements
- Balance by fund and resource
- Online data entry and maintenance of chart fields
- Edits for errors
- Budget checking and appropriation control
- Balanced set of accounting records
- Year-end accruals
- Fully integrated with County offered modules
- Audits trails
- Wide selection of online reports
- Commercial warrant processing
- SACS Compliance

Charge:

$2.40 X 21227 (Total ADA) **=** **$ 50,944.80** ***Plus*** **$1.50 X** 3,634.00 (Total No. of Accounts) **=** **$ 5,451.00**

= Estimated General Ledger Charge Enter **$56,395.80** in Exhibit C

INTERFACE GENERAL LEDGER DISTRICTS

The structure is as follows for districts with their own general ledger system and where interfaces are provided:

From (ADA)	To (ADA)	Annual Fee
1	14,999	$ 20,000
15,000	19,999	30,000
20,000	24,999	40,000
25,000	49,999	50,000
50,000	149,999	75,000
150,000+		$ 100,000

Charge: **ADA** N/A = **$** N/A
(Enter in Exhibit C)

Purchasing:

Features:

- District printing of purchase orders (PO)
- Site requisition
- Online PO sourcing
- Online PO approval
- Online item maintenance
- Online vendor maintenance
- Express requisition panels
- Express PO panels
- Interfaces with County-offered Accounts Payable, Inventory and General Ledger modules
- Automatic encumbering and disencumbering
- Change orders
- Wide selection of online reports

Charge:
$1.42 X 21227 (Total ADA) = $30,142.34 (Enter in Exhibit C)

Inventory:

Features:

- Stock receipts, issues, on-hand data available
- Interfaces with Purchasing and General Ledger modules
- Wide selection of inquiry panels
- Update of weighted average unit cost
- Wide selection of online reports

Charge:
$1.42 X 21227 (Total ADA) = $ 30,142.34 (Enter in Exhibit C)

1099 REPORTING

LACOE Responsibility and Support:

- Electronic filing of 1099-MISC to both the Internal Revenue Service (IRS) and the State of California
- LACOE will provide two copies of completed 1099-MISC forms - one for district file, and one to be mailed to the vendor
- LACOE will provide districts with the following reports and/or online Inquiries:
  (1) Preliminary and final Detailed Summary report of all 1099 vendors reported to the IRS
  (2) 1099 Vendor List
  (3) Report of Duplicate Taxpayer Identification Numbers (TINs)
  (4) Withholding Voucher/Vendor Match Report
- LACOE provides workshop for 1099 processing in November
- Provide instructions on IRS 1099 and 1096 forms for filing manual corrections
- Inclusion of Associated Student Body (ASB) or non-PeopleSoft payments for 1099 reporting, subject to compliance with LACOE requirements

District Responsibility:

- District will mail 1099 vendor copy before January 31
- District will cover cost of mailing materials
- District will be responsible for filing manual corrections to the IRS

Charge: $300/Year = $ 300.00
(Enter in Exhibit C)

SYSTEM SUPPORT

- LACOE ensures online availability of the PeopleSoft Financial System.
- Issues with connectivity and support are handled by the LACOE Help Desk.
- Important announcements are communicated to users through the issuance of LACOE Bulletins and messages posted on the application Bulletin Boards.

TRAINING

- LACOE offers training classes for district personnel on the PeopleSoft Financial System (PSFS).
- Financial module specific trainings are usually conducted monthly at LACOE from September through June.
- The training schedule is published yearly in August as noted in the LACOE Informational Bulletin titled *Schedule for PeopleSoft Financial System Training*.

Exhibit B- Basic Report Package (K.12)

PeopleSoft Financial System Report Package			
DAILY REPORTS CATEGORY			
	LAAP029S	Warrant Register Report	
	LACH029S	Daily ACH Payment Register	
	LACHRJS1	ACH Rejection Register	
	LACSUREG	Suspense Register	
	LAGL008S	Trial Balance by Fund	
	LAGL009C	Daily BCM Error Report	
	LAGL010S	Journal Edit Error Report	
	LAGL011C	Valid Transactions Report	
	LAGL013S	Appropriation Control Report	
	LAGL021C	Daily Cash Balance Report	
	LAGL029C	Budget Journal Error Report	
	LAGL037S	Trial Balance By Fund and Resource	
	LAHR005S	HRS Edit Error Report	
	LAIN001S	Daily Transaction Edit Listing Report	
	LAIN007S	Daily BCM Error Report	
	LAIN008S	Inventory On-order Report	
	LAIN011S	Daily Inventory Put Away Report	
	LAIN013S	Inventory Picking Plan Report	
	LAIN0A1S	Daily Transaction by Location	
WEEKLY REPORT CATEGORY			
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL019C	Cumulative Detail Expenditure Report	
	LAGL819C	Cumulative Detail Revenue Report	
	LAGL919C	Cumulative Detail 9xxx Report	
	LAHR005C	HRS Edit Error Report	
	LAIN002S	Inventory Stock Catalog	
	LAIN006C	Inventory Shortage Report	
	LAIN009C	Weekly Stock Status Report	
	LAINA02S	Stock Category Report	
	LAINA09S	Weekly Stock Status Report	
	LAPO0009C	Board List Purchase Order Report	

Exhibit B- Basic Report Package (K.12)

MONTHLY REPORT CATEGORY			
	LAAP003C	Vendor Listing by Alpha Name	Prelim
	LAAP129C	Monthly Commercial Warrants	Prelim
	LAAP130C	Monthly Voided Commercial Warrants	Prelim
	LAAP140C	Cumulative Commercial Warrant Register	Prelim
	LAAP300C	Aged Vendor Liability	Prelim
	LAAP305C	Open Liability Report	Prelim
	LACH129C	Monthly ACH Payments	Prelim
	LACH130C	Monthly Rejection ACH Payments	Prelim
	LACH140C	YTD ACH Payment Register	Prelim
	LAGL008S	Trial Balance by Fund	Prelim/Final
	LAGL015C	Account List by Fund and Object/Expenditure	Prelim/Final
	LAGL016C	Account List by Fund and Location/Expenditure	Prelim/Final
	LAGL017S	Monthly Detail Expense Report (1000-7999) by Location	Prelim/Final
	LAGL019C	Monthly Cumulative Detail Expenditure Report	Prelim/Final
	LAGL020C	Account List by Fund and Resource/Expenditure	Prelim/Final
	LAGL023C	Monthly Expenditure Object Summary Report	Prelim/Final
	LAGL024C	Monthly Revenue Summary Report	Prelim/Final
	LAGL025C	Account List by Fund and Object/Revenue	Prelim/Final
	LAGL026C	Account List by Fund and Location/Revenue	Prelim/Final
	LAGL030C	Account List by Fund and Resource/Revenue	Prelim/Final
	LAGL037S	Trial Balance by Fund and Resource	Prelim/Final
	LAGL038S	Accounts Receivable List by Fund/Resource/Object	Prelim/Final
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	Prelim/Final
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	Prelim/Final
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	Prelim/Final
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	Prelim/Final
	LAGL111C	Monthly List of Valid Transactions Report	Prelim/Final
	LAGL817S	Monthly Detail Revenue Report (8000-8999) by Location	Prelim/Final
	LAGL819C	Monthly Cumulative Detail Revenue Report	Prelim/Final
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	Prelim/Final
	LAGL919C	Monthly Cumulative Detail 9xxx Report	Prelim/Final
	LAIN003S	Stock Status Cumulative Report	Prelim
	LAPO001S	Cumulative Detail AP/PO Report - Fund/Loc/Res/Obj	Prelim
	LAPO002S	Cumulative Detail AP/PO Report - Vendor Name & PO	Prelim
	LAAP030S	1099 Vendor Listing Report	Final
QUARTERLY REPORTS CATEGORY			
	LAGL044S	Average Daily Cash Balance by Fund	
	LAGL046S	Interest Allocation by Fund	
	LAGL056X	Cash Balance by Fund and Resource	

Exhibit B- Basic Report Package (K.12)

ANNUAL REPORTS CATEGORY			
	LAAP300C	Aged Vendor Liability	
	LAAP305C	Open Liability Report	
	LAGL015C	Account List by Fund and Object/Expenditure	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	
	LAGL016C	Account List by Fund and Location/Expenditure	
	LAGL017S	Monthly Detail Expense Rpt (1000-7999) by Location	
	LAGL019C	Monthly Cumulative Detail Expenditure Report	
	LAGL020C	Account List by Fund and Resource/Expenditure	
	LAGL023C	Monthly Expenditure Object Summary Report	
	LAGL024C	Monthly Revenue Summary Report	
	LAGL025C	Account List by Fund and Object/Revenue	
	LAGL026C	Account List by Fund and Location/Revenue	
	LAGL030C	Account List by Fund and Resource/Revenue	
	LAGL038S	Accounts Receivable Listing by Fund/Resource/Object	
	LAGL040S	Deferred Revenue Listing by Fund/Resource/Object	
	LAGL041S	Accounts Payable Listing by Fund/Resource/Object 9519	
	LAGL042S	Accounts Payable Listing by Fund/Resource/Object 9520	
	LAGL043S	Accounts Payable Listing by Fund/Resource/Object 9521	
	LAGL817S	Monthly Detail Revenue Rpt (8000-8999) by Location	
	LAGL819C	Monthly Cumulative Detail Revenue Report	
	LAGL917S	Monthly Detail Balance Sheet Report (9000-9999)	
	LAGL 919C	Monthly Cumulative Detail 9xxx Report	

Los Angeles County Office of Education
Accounting & Budget Development, ECW #165
9300 Imperial Highway, Downey, CA 90242

CONTRACT FOR PEOPLESOFT FINANCIAL SYSTEM
Fiscal Year 2021-2022 Worksheet
EXHIBIT C

District Name: Downey Unified School District **District Number:** 64451

Exhibit A

1.	General Ledger and Accounts Payable	$ 56,395.80
2.	Interface General Ledger Districts	$ 0.00
3.	Inventory	$ 30,142.34
4.	Purchasing	$ 30,142.34
5.	1099 Reporting	$ 300.00
	Total Exhibit A	$ 116,980.48

Exhibit B (Additional Report Package)

(All online reports are available at no charge)

1. Daily (Online)
2. Weekly (Online)
3. Monthly (Online)
4. Quarterly (Online)
5. Annual (Year-End) – (Online)

Estimated TOTAL **$ 116,980.48**

By _____
(Signature)

Christina Aragon
(Print/Type Name)

Title Associate Superintendent, Business Services

Date May 12, 2021

II. 58. RATIFY Facility Use and Grant Services Agreement for After School Program for Information Recreation and Education with Saint Dominic Savio Parish, Bellflower, from March 29, 2021 through May 28, 2021.

Supporting Documents

scan0660

FACILITY USE AND GRANT SERVICES AGREEMENT

FOR AFTER SCHOOL PROGRAM FOR INFORMATION RECREATION AND EDUCATION BETWEEN DOWNEY UNIFIED SCHOOL DISTRICT AND SAINT DOMINIC SAVIO PARISH, BELLFLOWER

THIS FACILITY USE AND GRANT SERVICES AGREEMENT ("Agreement") is made this 23rd day of March, 2021, ("Effective Date") by and between the DOWNEY UNIFIED SCHOOL DISTRICT, a California public school district ("District"), and SAINT DOMINIC SAVIO PARISH, BELLFLOWER, a nonprofit religious organization ("Facility User"). District and Facility User may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, District is authorized, pursuant to the Civic Center Act (Ed. Code, §§ 38130 et seq.) and District's Board Policy ("BP") 1221 and Administrative Regulation ("AR") 1221 to grant the use of school facilities or grounds to an organization or citizen for the purpose of providing youth services, including supervision and activities; and

WHEREAS, pursuant to District's BP 1221, school facilities may be used by groups and organizations whose purposes and objectives, in the judgment of the Board, contribute to the education, political economic, artistic, and moral welfare of the citizens of the community; and

WHEREAS, pursuant to District's AR 1221, school facilities are available for use during times when they are not needed for District school programming; and

WHEREAS, District owns and operates the real property depicted in Exhibit A ("School Site"), attached hereto and incorporated herewith; and

WHEREAS, the School Site includes the facilities that are also depicted in Exhibit A ("Premises"), attached hereto and incorporated herewith; and

WHEREAS, Facility User seeks to host After School Program for Information Recreation and Education ("Program") on the Premises; and

WHEREAS, Facility User Program is more fully described in Exhibit B ("Permitted Use"), attached hereto and incorporated herein; and

WHEREAS, on or about July 1, 2007, the District obtained After School Education and Safety (ASES) Grant ("Grant") funding from the Department of Education for the Program, and entered into Agreement No. 19-23939-6445-EZ for use of Grant funds; and

WHEREAS, District desires to allow Facility User to use the Premises for Facility User's Permitted Use; and

WHEREAS, District and Facility User desire to enter into this Agreement whereby District grants the use of the Premises to Facility User, pursuant to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the District and Facility User agree as follows:

AGREEMENT

1. USE OF PREMISES.

1.1. Upon commencement of this Agreement, District does hereby permit Facility User to use the Premises as identified by locations, description, date and time as set forth in Exhibit A attached hereto, for the sole purpose of use of the Premises for Facility User's Permitted Use as more fully described in Exhibit B attached hereto, in accordance with all applicable federal, state, and local laws and regulations relating to the Premises and to Facility User's use thereof.

1.2. Facility User shall have use of the Premises at times specified in Exhibit A to perform Facility User's Permitted Use only, subject to mutually agreed upon modification by the Parties in writing, until the expiration date of this Agreement unless terminated sooner in accordance with the provisions in this Agreement. Facility User shall not use the Premises for any use other than that specified in this Agreement without the prior written consent of District.

1.3. Facility User shall use the Premises solely for its Permitted Use during the dates, times and at the locations as specified in Exhibit A, subject to District's right of entry described herein or as otherwise mutually agreed on by the Parties. Facility User shall be responsible for ensuring that unauthorized portions of the School Site buildings are not disturbed in any manner and that the Premises are vacated as scheduled. Facilities shall be vacated promptly at the conclusion of the use period each day and be left in a clean and orderly condition.

1.4. Facility User represents that it is qualified to administer and operate its Permitted Use. Facility User shall be solely responsible for the administration and operation of its Permitted Use, including the hiring of all employees. Facility User shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants, and/or subcontractors who may provide services in conjunction with Facility User's Permitted Use on the Premises.

1.5. Permits and Licenses. Facility User shall be solely responsible for obtaining any use permits, licenses or other permission for its Permitted Use from the City or other governmental agencies having jurisdiction.

1.6. Fingerprinting and Criminal Background Investigation. If applicable and/or requested by District, Facility User shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code §§ 1500 et seq.). If required, Facility User shall complete Exhibit D and verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District prior to each individual's commencement of employment or participation in Facility User's Program and prior to permitting contact with any pupils.

1.7. Sale, Distribution and Consumption of Alcoholic Beverages. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Facility User shall comply with the District-wide policy prohibiting intoxicating beverages, narcotics, tobacco products, and performance-enhancing dietary supplements that specifically promote muscle-building, commonly known as steroids, from the Premises at all times.

1.8. Facility User shall not permit anything to be done in or about the Premises, which will increase the existing rate of insurance upon the Premises or cause the cancellation of any insurance policy covering said Premises.

1.9. Access to Facilities. Facility User, its agents, employees, licensees and invitees, shall have all rights of ingress and egress to and from the Premises over such other portion of District's property at the school as may reasonably be necessary for the use of the facilities. Facility User acknowledges that the Premises are public school sites. Use of the Premises under this Agreement shall not interfere or conflict with the operation of school activities.

1.10. Civic Center Act Statement of Information. Pursuant to Education Code section 38136, Facility User shall prior to commencement of the Term provide to District a Statement of Information, attached as Exhibit C, executed under penalty of perjury.

2. TERM.

2.1. The term of this Agreement ("Term") shall be for approximately 39 school days. The commencement date shall be March 29, 2021 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this agreement shall end on May 28, 2021 ("Expiration Date").

2.2. Termination. The District shall have the right, at its sole and absolute discretion, and at any time during the Term, to terminate this Agreement immediately by written notice to Facility User. The District reserves the right to terminate any activity that may not be in the best interest of the community or District. Violation of any of the conditions of use described in this Agreement shall be grounds for immediate termination of the Program on the Premises.

2.3. Any early termination under this Section shall not release Facility User from payment of any sum then due to District or from any claim for damages previously accrued or then accruing against Facility User.

2.3.1. Facility User's rights in the Premises shall terminate upon Facility User's receipt of notice of termination from District.

2.3.2. Upon receipt of District's notice of termination, Facility User shall surrender use of the Premises, remove all personal property, and leave the Premises, including any District-owned fixtures, in a neat and clean condition. Facility User shall be responsible to restore the Premises to its condition prior to the commencement of this Agreement with no damage thereto, excepting only reasonable wear and tear.

2.3.3. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

2.4. Extension of Term/Renewal of Agreement. Facility User may request to extend its use of the Premises or renew the Agreement beyond the expiration of the Term, which shall be mutually agreed upon in writing by District and Facility User. District's decision for extend the Term or renew the Agreement shall be in District's sole discretion. Facility User must give District advance written notice at least two (2) months prior to the expiration of the Term to request an extension or renewal.

3. FEES. The payment of fees for Facility User's right to occupy the Premises shall be in accordance with BP 1221 and AR 1221 during the Term. Under the BP and AR, since Facility User is a nonprofit youth organization that qualifies under the provisions of the Civic Center Act, no fees shall be charged by the District for

use of the Premises. Grant funds shall be utilized to support the Facility User's Permitted Use.

4. CONDITION OF PREMISES.

4.1. The Premises are provided to Facility User on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Premises. By entry and use of the Premises pursuant to this Agreement, Facility User accepts the Premises in "AS IS" condition.

4.2. Facility User acknowledges that neither the District nor the District's agents have made any representation or warranty as to the suitability of the Premises for Facility User's use thereof, or Facility User's Program as described herein. Any agreements, warranties, or representations not expressly contained in this Agreement shall in no way bind the District, and the Facility User expressly waives all claims for damages against District based on any statement, representation, warranty, promise, or agreement arising out of or related to this Agreement.

4.3. Upon surrender of the Premises, Facility User shall deliver the Premises in the same condition as upon entry, normal wear and tear and approved alterations and improvements excepted.

5. GRANT FUNDING AND ADMINISTRATION. The Grant funds shall be administered by the Parties as follows for the Program:

5.1. District Responsibility. District's primary responsibilities for administering the Grant funds are as follows:

5.1.1. Administer and submit all documentation required under the Grant, including quarterly reports, budget, and budget revisions to the State ASSIST system;

5.1.2. Assist with trainings of Facility User staff and share information from District trainings with Facility User staff, as requested;

5.1.3. Designate District personnel to serve as the District Liaison between the Parties;

5.1.4. Allocate 13 School Sites for the Program, including access to the following facilities: one classroom per group as well as a storage area, cafeteria, playground, field(s), and restroom access. In the event a facility previously allocated to Facility User needs to be used by the District or a permit applicant, the District shall make good faith and reasonable efforts to provide alternative, available

space for Facility User's originally scheduled use, which Facility User shall not unreasonably refuse. For purposes of this section, "Distance Learning" is defined as a method of instructional delivery that enables learning to take place remotely via Zoom or other online communication technologies. In the event any governmental statute, order, regulation, rule, or equivalent restricts or prevents the use of any Premises and Facility User staff elects to provide Distance Learning as an alternative, District shall make good faith and reasonable efforts to provide alternative, available space for Facility User to provide Distance Learning, which Facility User shall not unreasonably refuse;

5.1.5. Provide Wi-Fi connections, access and necessary passwords requested by Facility User;

5.1.6. Provide contact information for the District's Technology Department who shall be reasonably available during normal business hours to provide assistance and support. In the event of Distance Learning, the Technology Department will make its best efforts to provide regular services to Facility User; and

5.1.7. Designate principals at School Sites to supervise and monitor the Program. The principals, or their designee(s), shall hold regular monthly meetings, beginning at the commencement of the school year, with the Site directors/program coordinators for the Program, on a date mutually agreeable to the Parties, and/or at such times mutually agreed upon;

5.1.8. Instruct principals or District nurses at School Sites to promptly notify Facility User if their staff was exposed to a District employee who has tested positive for Covid-19;

5.1.9. Instruct School Site principals to encourage District staff to attend the Program's open house and other special events, complete an annual survey regarding the Program, and distribute Program newsletters;

5.1.10. Provide daily nutritional snacks to students attending the Program in conformance with the nutrition standards in California Education Code Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2;

5.1.11. Designate District personnel to compile any relevant data, as determined by the District, required for the State's "Outcome Based Data Evaluation";

5.1.12. Participate in the assessment, planning, and improvement stages of the California Department of Education's ("CDE") Quality Improvement Process for Expanded Learning Programs;

5.1.13. The District received, for the 2020-2021 fiscal year, $1,901,134.20 in ASES Grant funds. District shall reimburse Facility User from grant funds and other funds as identified in Exhibit A, in an amount not to exceed $200,000.00. Facility User will invoice District bi-weekly, and separately by funding source, upon completion of services and proper supporting documentation must be attached.

5.1.14. Incorporate the Program into the Emergency Operation Plans (EOP) at each School Site, and communicate emergencies with Facility User staff;

5.1.15. Share with Facility User staff the Grant award letter and scheduled Federal Program Monitoring (FPM) for Before and After School Programs (BASP); and

5.1.16. Comply with all other applicable requirements of the After School Education and Safety Program as codified in Education Code Sections 8482 - 8484.65.

5.2. District and Facility User Liaison Responsibility. The District and Facility User Liaison shall be responsible for the following:

5.2.1. Attend quarterly meetings on a date mutually agreeable to the Parties, or at such times mutually agreed upon ("Liaison Meeting"). Either Party may request an additional or fewer Liaison Meeting, as needed, and the Parties shall cooperate to satisfy those requests;

5.2.2. Provide input to District and Facility User on information obtained from the Liaison Meetings required for the Program, including, but not limited to the Program Plan that is due every two (2) years, beginning in November, and the Access Plan; and

5.2.3. Work together to develop and refine the Available Facility Use List, attached hereto as Exhibit A, which may be updated from time to time to incorporate additional facilities at each School Site depending on Program needs. Changes and additions to the Facility Use List shall be agreed to in writing between the Parties and approved by the District's Superintendent or designee, and Facility User principal with approval authority.

5.3. Facility User Responsibility. Facility User's primary responsibilities relating to the Grant and administering the Program with Grant funds are as follows:

5.3.1. Provide expanded learning activities including, but not limited to the following: homework assistance, CHARACTER COUNTS!, Development Program, SPARK Active Recreation Program, STEAM, and 21st Century Skills Program. During periods of distance learning, expanded learning activities shall be provided in a social distance format. This shall also include the duty to provide virtual activities, homework assistance, and focus on social emotional learning;

5.3.2. Commence the Program immediately upon the conclusion of the regular school day, and operate a minimum of 15 hours per week, and at least until 6 p.m. on every regular school day;

5.3.3. Ensure that the Program maintains a student to staff ratio of no more than 20 to 1;

5.3.4. Provide information to the CDE for the purpose of Program evaluation pursuant to Education Code Section 8483.55;

5.3.5. Participate in the assessment, planning, and improvement stages of the CDE's Quality Improvement Process for Expanded Learning Programs;

5.3.6. Provide ongoing training of for Program staff members each school year. This shall include sharing information with the District on trainings, when applicable;

5.3.7. Establish recruitment and hiring procedures for Program staff. The policies shall cover the following topics: advertisement of open positions, participation in job fairs, review of applications, testing and interviews, onboarding, ongoing supervision and training;

5.3.8. Monitor staff hours against weekly and annual limits;

5.3.9. Review staff schedules and hours;

5.3.10. Submit time cards for processing;

5.3.11. Designate Facility User personnel to serve as the Facility User Liaison between the Parties;

5.3.12. Collect after school program approval signatures from the School Site principals and District Superintendent, as needed;

5.3.13. Manage the student enrollment processes, including re-enrollment, open enrollment, and waitlist;

5.3.14. Designate Site directors/program coordinators, who shall meet with each School Site principal, or their designee, on a regular monthly basis, beginning at the commencement of the school year, on a date mutually agreeable to the Parties, or at such times mutually agreed upon;

5.3.15. Report major incidents with students and parents to the School Site principal. Major incidents shall include but are not limited to the following: student injuries where 911 was called, a student making a threat to themselves or others, and damage to District property;

5.3.16. Promptly notify School Site principal, District Liaison and District nurse, if a Facility User staff member has tested positive for Covid-19;

5.3.17. Implement the County of Los Angeles Department of Public Health "Protocol for Programs Providing Day Care for School-Aged Children," in addition to any federal, State and local Covid-19 mandates, guidelines, and/or regulations;

5.3.18. Submit student attendance reports bi-annually to the State's online ASSIST system;

5.3.19. Submit attendance revisions for District's attendance audit;

5.3.20. Review Program plans on a yearly basis;

5.3.21. Maintain documentation/records of the Program for a minimum of five (5) years pursuant to section 5.5 below;

5.3.22. Comply with all other requirements of the After School Education and Safety Program as codified in Education Code Sections 8482 - 8484.65.

5.4. Onsite Visits. Facility User must coordinate with the District's schedule and access requirements for any periodic on-site visits and inspections conducted pursuant to the Project Grants. The District will reasonably cooperate to make its personnel available if required for such visits or inspections.

5.5. Accounting System. District and Facility User shall be responsible for maintaining an accounting system that satisfies the requirements of the Project Grants and that shall accomplish the following, consistent with the requirement of the Project Grants and nonprofit accounting practices:

5.5.1. Accurately reflects fiscal transactions with the necessary controls and safeguards;

5.5.2. Provides a good audit trail, including original source documents such as purchase orders, receipts, progress payments, invoices, time cards, and evidence of payment; and

5.5.3. Provides accounting data so the total cost of each individual project can be readily determined.

6. TITLE TO PREMISES. The Parties acknowledge that title to the Premises is held by District. Facility User shall make no structural modifications to the Premises or other District property or make any improvements to the Premises or other District property without prior written consent from the District.

7. SECURITY AND SUPERVISION.

7.1. Facility User shall train and provide an adequate number of competent personnel to supervise the Permitted Use on the Premises. No less than two (2) adults shall be present at all times during Facility User's use as described in Exhibits A and B. Facility User shall utilize its best efforts to enforce all of the District's rules, regulations and policies while supervising activities or programs on the District's Premises.

7.2. The school building administrator or District Director/Operations Support Services is authorized to require appropriate security and supervision of all activities held in District facilities.

8. CUSTODIAL SERVICES. District shall provide custodial services to the Premises in the same manner as to other District property.

9. MAINTENANCE AND REPAIRS.

9.1. Subject to the express maintenance and custodial obligations of District set forth herein, Facility User shall maintain, at its cost, the Premises in a good condition consistent with the condition existing at the time of delivery. Facility User acknowledges and accepts that the Premises are provided in "AS IS" condition. District shall keep and maintain the structural elements of the buildings, as hereinafter defined, on the Premises in reasonably good condition and repair and in any event at least in a condition substantially similar to that existing at the time Facility User takes possession of the Premises excepting normal wear, tear, and

damage by casualty unless a state of disrepair is due to willful or negligent actions of Facility User, its agents or clients, in which case necessary repairs or replacement shall be charged to Facility User. District and Facility User shall cooperate to document "AS IS" condition within thirty (30) days of executing this Agreement.

9.2. District makes no representations or warranties as to the condition of any buildings or their compliance with ADA or other regulations or laws existing on the Premises as of the commencement of the Term of this Agreement.

9.3. District shall not be required to maintain, repair or replace the interior spaces including the interior surface of exterior walls. If District is required to perform maintenance that is not District's obligation, Facility User shall reimburse District, as Additional Payment within thirty (30) days after receipt of billing, for the cost of such maintenance and repairs which are the obligation of Facility User hereunder; provided, however, that Facility User shall not be required to reimburse District for the cost of repairs of the structural elements of a building unless such repair is required because of the negligence of willful misconduct of Facility User or its employees, agents, or invitees in which event necessary repairs or replacements shall be charged to Facility User, its agents or clients as Additional Payment.

9.4. As used in this Agreement, the term "structural elements of the building" is defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof including roof membrane and skylights. Plumbing, electrical, air conditioning, and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal, in which case these repairs shall be the responsibility of the Facility User.

9.5. District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this section. Facility User hereby expressly waives the provisions of sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of said Civil Code.

9.6. Damages. Facility User shall be responsible for damage occurring during its use of the Premises to the extent provided in the section below titled "Indemnification."

10. FACILITY USER'S PROPERTY AND RIGHTS. District shall have no duty or responsibility for the protection, safeguarding, care, or storage of any personal property, nor shall District be liable for any damage to personal property used or left on the Premises or any surrounding District property by Facility User or its

employees, agents, contractors, customers, guests, or invitees, including but not limited to damage caused by fire, earthquake, acts of nature, vandalism, or burglary.

11. DISTRICT'S ENTRY AND ACCESS TO PREMISES. District and/or its agents or employees shall have the right to enter the Premises at any time for any purpose, including but not limited to inspection, maintenance, or posting of reasonable signs or notices to protect the right of the District.

12. INDEMNIFICATION. To the fullest extent permitted by California law, Facility User shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers ("Indemnified Parties") from and against any and all loss, liability, damage, expense, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs (collectively "Claims"), as well as any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons, including employees of Facility User, and damage to property, including property of either Party, arising out of or in connection with intentional, willful wanton, reckless, or negligent conduct resulting from the operation, condition, or occupancy of the Premises, or any activities of Facility User related to this Agreement. If any Claims are brought against Indemnified Parties, Facility User shall defend Indemnified Parties at Facility User's expense, provided that Indemnified Parties promptly notify Facility User of any such claim, judgment or proceeding in writing and tenders its defense to Facility User. District shall have the right to accept or reject any legal representation Facility User proposes to defend Indemnified Parties. District agrees to cooperate with Facility User as may be reasonably necessary in settlement or defense of any such claim, judgment or proceeding.

13. INSURANCE.

13.1. Facility User shall obtain insurance from insurer(s) with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Facility User shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

13.2. Facility User acknowledges that the insurance to be maintained by District on the Premises will not insure any of Facility User's property or improvements made by Facility User.

13.3. Facility User shall, at Facility User's expense, obtain and keep in force at all times during the term of this Agreement a policy of commercial general liability insurance, an Excess liability/umbrella policy, employer's liability insurance, a sexual abuse or molestation policy and a comprehensive auto liability policy insuring District and the District's Indemnitees as additional insureds against claims liabilities arising out of the operation, condition, use, modification, maintenance, or occupancy of the Premises

and all areas appurtenant thereto, including parking areas. Facility User's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned.

13.4. Facility User's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million dollars ($1,000,000) for bodily injury or death, property damage, products-completed operations, and personal & advertising injury as a result of any one occurrence, and Two Million dollars ($2,000,000) general aggregate policy limit.

13.5. Facility User's comprehensive auto liability policy shall be for an amount no less than One Million dollars ($1,000,000) for bodily injury or property damage.

13.6. Facility User's employer's liability insurance for an amount no less than One Million dollars ($1,000,000) for bodily injury or disease.

13.7. Facility User's sexual abuse or molestation policy shall be for an amount no less than Three Million dollars ($3,000,000) for sexual abuse or bodily injury.

13.8. The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to the Commencement Date, Facility User shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

13.8.1. Not be canceled or altered without thirty (30) days' prior written notice to District;

13.8.2. State the coverage is primary and any coverage by District is in excess thereto;

13.8.3. Contain a cross liability endorsement; and

13.8.4. Include a separate endorsement naming the District and the District's Indemnitees as additional insureds.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Facility User shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described herein.

13.9. The procuring of such required policy or policies or insurance shall not be construed to limit Facility User's liability hereunder or to fulfill the indemnification provision and requirements of this Agreement. Notwithstanding said policy or policies or insurance, Facility User shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Agreement or with use or occupancy of the Premises.

13.10. During the Term, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the Premises, the buildings, or any contents, each Party, and all persons claiming under the Party, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

13.10.1. No use shall be made or permitted to be made of the Premises, nor acts done, that will increase the existing rate of insurance upon the building or buildings of the Premises or cause the cancellation of any insurance policy, covering same, or any part thereof, nor shall Facility User sell, or permit to be kept, used, or sold in or about the Premises any article that may be prohibited by the standard form of fire insurance policies. Facility User shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises, of any insurance Facility User or company, necessary for the maintenance of reasonable fire and casualty insurance, covering the Premises' buildings, or appurtenances. Fire and casualty insurance premium increases to District due to equipment and/or activities of Facility User shall be charged to Facility User.

13.11. During the Term, Facility User shall comply with all provisions of law applicable to Facility User with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Facility User's occupancy of the Premises, Facility User shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

14. ASSIGNMENT, SUBLETTING AND SUBCONTRACTING. Facility User shall not voluntarily or by operation of law assign, license, transfer, mortgage, sublet or otherwise encumber all or any part of Facility User's interest, rights, duties, or privileges in this Agreement or in the Premises without obtaining the prior written consent of District in each instance, and any attempt to do so without such consent being first had and obtained shall be wholly void and, at the option of District, shall immediately terminate this Agreement; provided, however, that District shall not unreasonably withhold, condition or delay its consent. Notwithstanding the foregoing, no assignment which violates the use provisions of this Agreement will be approved. No subcontracting, subletting or assignment, even with consent of District, shall relieve Facility User of its obligation to make payments and to perform all of the other obligations to be performed by Facility User hereunder. The acceptance of payment by District from any other person shall not be deemed to be a waiver by District of any provisions of this Agreement or consent of any assignment, subletting, subcontracting or other transfer. Consent to one assignment, subletting, subcontracting, or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting, subcontracting or other transfer.

15. TAXES AND ASSESSMENTS. Should any possessory interest tax, other personal property or real property tax, or assessment whatsoever be assessed against the District as a result of this Agreement, the Facility User agrees to and shall pay all such foregoing taxes and assessments and charges not less than twenty (20) days prior to the date of delinquency thereof and give written notice of such payment to the District within five (5) days after such payment is made.

16. SIGNS. Facility User may, at Facility User's sole cost, have the right and entitlement to place a sign or label on the Premises to advertise Facility User's use or Permitted Use, provided Facility User obtains the written approval and consent of the District's site administrator or Chief Business Officer/Business Services prior to placement. Any signs or labels shall comply with the local ordinances pertaining thereto. Throughout the Term, Facility User shall, at its sole cost and expense, maintain any of its signage and all appurtenances in good condition and repair. At the Effective Date or Termination of this Agreement, Facility User shall remove any signs which it has placed on the Premises and shall repair any damage caused by the installation or removal of Facility User's signs at Facility User's sole cost.

17. NOTICES. Any notice required or permitted to be given under the Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or email, addressed as follows:

TO DISTRICT:
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241
Attn: Christina Aragon
Telephone: (562) 469-6520
Email: caragon@dusd.net

TO FACILITY USER:
Saint Dominic Savio Parish, Bellflower
13400 Bellflower Blvd.
Bellflower, CA 90706
ATTN: Juan Carlos Montenegro
Telephone: 562-920-7796
Email: kawarim5@hotmail.com

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

18. JOINT AND SEVERAL LIABILITY. If Facility User is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Facility User hereunder.

19. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

20. ENTIRE AGREEMENT OF PARTIES. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

21. CALIFORNIA LAW. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

22. COMPLIANCE WITH ALL LAWS AND DISTRICT POLICIES.

22.1. Facility User shall at Facility User's expense comply with all applicable federal, state and local laws, regulations, and ordinances, affecting the Premises, including but not limited to District BP 1221 and AR 1221 on Use of School Facilities. Facility User shall also comply with any and all laws, statutes and regulations pertaining to air and water quality, hazardous materials, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations) ("Environmental Laws").

22.2. The judgment of a court of competent jurisdiction, or Facility User's admission in an action or a proceeding against Facility User, whether the District is a party to it or not, that Facility User has violated any law or regulation or ordinance in its use of the Premises shall be considered conclusive evidence of that fact as between the District and Facility User. If Facility User fails to comply with any law, regulation or ordinance, the District reserves the right to take necessary remedial measures at Facility User's expense, for which Facility User agrees to reimburse the District on demand.

22.3. Facility User shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Facility User or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Facility User shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as "hazardous" or "extremely hazardous" pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, sections 66261.30 et seq., (ii) defined as a "hazardous waste" pursuant to section 14 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (42 U.S.C. § 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (42 U.S.C. § 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

22.4. The Parties will promptly notify each other in writing if a Party has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, or under or from the Premises in violation of Environmental Laws. The Parties shall promptly provide copies to each other of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. The Parties shall promptly supply each other with copies of all notices, reports, correspondence, and submissions made by a Party to the United States

Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. The Parties shall promptly notify each other of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

22.5. Facility User shall indemnify, defend (by counsel reasonably approved in writing by the other Party), protect, release, save and hold harmless the District from and against any and all Claims arising from any breach by Facility User of its covenants under this section.

23. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY. It is understood and recognized by Facility User that the Premises, of which the Premises is a part, will be used by other parties, including District. District and Facility User shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security measures. Facility User agrees to promptly respond to concerns relating to use of the Premises expressed by District, City, or neighbors of the Premises.

24. NONDISCRIMINATION. Neither Party shall discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, disability, or any other basis prohibited by law in the operation of any of their programs or employment practices. The Parties affirm they are equal opportunity employers and shall comply with all applicable federal, state and local laws and regulations.

25. WAIVER. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

26. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

27. COUNTERPARTS. This Agreement and all amendments and supplements to it may be executed by the Parties in counterparts, and all counterparts together shall be construed as one document.

28. CAPTIONS. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation thereof nor serve as evidence of the interpretation thereof, or of the intention of the Parties hereto.

29. SEVERABILITY. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed, and the remaining provisions shall continue as valid, legal and enforceable.

30. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

31. MODIFICATIONS. This Agreement, or any Exhibit attached hereto, may be amended in writing signed by both Parties. The Parties' respective Boards or authorized person must approve in writing this Agreement and Exhibits and any changes or modifications thereto.

32. AUTHORITY.TO SIGN AGREEMENT. Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of the Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.

ACCEPTED AND AGREED on the date indicated below:

Dated: March 26, 2021

DOWNEY UNIFIED SCHOOL DISTRICT ("District")

By: _____

Print Name: Christina Aragon

Print Title: Assistant Superintendent

Dated: March 23, 2021

SAINT DOMINIC SAVIO PARISH, BELLFLOWER ("Facility User")

By: Jc Montenegro

Print Name: Jc Montenegro

Print Title: We Care Director

Exhibit A

DESCRIPTION OF PREMISES & PERMITTED USE

1. SCHOOL SITES. The following School Sites are available for facility use under ASES Grant funds:

   Alameda Elementary (8613 Alameda Street, Downey, CA 90242)

   Carpenter Elementary (9439 Foster Road, Downey, CA 90242)

   Gauldin Elementary (9724 Spry Street, Downey, CA 90242)

   Lewis Elementary (13220 Bellflower Blvd., Downey, CA 90242)

   Old River Elementary (11995 Old River School Road, Downey, CA 90242)

   Price Elementary (9525 Tweedy Lane, Downey, CA 90240)

   Unsworth Elementary (9001 Lindsay Avenue, Downey, CA 90240)

   Ward Elementary (8851 Adoree Street, Downey, CA 90242)

   Williams Elementary (7530 Arnett Street, Downey, CA 90241)

2. SCHOOL SITES. The following School Sites are available for facility use under other funds:

   Gallatin Elementary (9513 Brookshire Avenue, Downey, CA 90240)

   Imperial Elementary (8133 Imperial Highway, Downey, CA 90242)

   Rio Hondo Elementary (7731 Muller Street, Downey, CA 90241)

   Rio San Gabriel Elementary (9338 Gotham Street, Downey, CA 90241)

Exhibit B

DESCRIPTION OF PROGRAM/PERMITTED USE

The Saint Dominic Savio Parish We Care Program offers a variety of before and after school enrichment opportunities for District students. The program consists of indoor and outdoor activities that include a daily nutrition, fitness, tutoring and enrichment component that includes, but is not limited to, support of expanded learning in the areas of reading, math, arts, cooperative learning, leadership and character development.

Exhibit C

STATEMENT OF INFORMATION

The undersigned states that, to be best of his or her knowledge, the school property(ies) for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That Facility User, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under penalty of perjury.

Jc Montenegro
Signature

Jc Montenegro
(Print Name)

Exhibit D

CRIMINAL BACKGROUND
INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of Facility User currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of the Facility User.

Jc (Initial) The Facility User has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Facility User's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Facility User's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

Name: Jc Montenegro

Title: We Care Director

Facility User's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Facility User.

Facility User is responsible for providing all of its employees, Subcontractors, and employees of Subcontractors who will be coming into contact with District pupils, name badges that are to be worn and visible at all times. The name badge shall display the Facility User's name, the employee's first and last name and a color photograph of the employee.

Date: 3/23/21

Proper Name of Facility User: We Care Program

Signature: Jc Montenegro

Print Name: Jc Montenegro

Title: We Care Director

[END OF DOCUMENT]

II. 59. APPROVE the Full and Final Release and Settlement Agreement with Angeles Contractor, Inc. to resolve remaining subcontractor claims related to the extended duration of the Stauffer Middle School project.

Supporting Documents

scan0661

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Full and Final Release and Settlement Agreement (the "Agreement") is entered into by and between ANGELES CONTRACTOR, INC., ("ACI") and the DOWNEY UNIFIED SCHOOL DISTRICT ("DISTRICT"), in connection with the Stauffer Middle School Modernization project ("PROJECT"). ACI and the DISTRICT are sometimes referred to herein as the "PARTIES" and/or individually as "PARTY".

RECITALS

Whereas, on or about June 6, 2017, the DISTRICT entered into a prime contract with ACI whereby ACI, as general contractor, agreed to perform construction services at Stauffer Middle School ("CONTRACT").

Whereas, ACI entered into contracts with subcontractors and some subcontractors entered into sub-subcontracts with others, to perform work on the PROJECT.

Whereas, two subcontractors submitted claims through ACI to the DISTRICT for additional compensation including overhead, labor and material as more fully set forth in Change Order Requests 279 and 320.

Whereas the DISTRICT rejected Change Order Requests 279 and 320.

Whereas the PARTIES have engaged in a good faith exchange of documentation, information, and negotiation regarding Change Order Requests 279 and 320; and

Whereas, except as expressly provided herein, the PARTIES wish to fully, finally, and completely resolve and settle all claims, demands, actions, causes of action, rights, and obligations in any way arising from the Project including Change Order Requests 279 and 320, as well as all past, present, and future disputes, known and unknown, between the PARTIES.

NOW THEREFORE, in consideration of the foregoing Recitals, in reliance upon the foregoing representations, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

1. Disbursement of Funds: For and in consideration of the promises, agreements and other considerations set forth herein, the DISTRICT agrees to make payment to ACI within sixty (60) days after approval of this Agreement by the DISTRICT'S Board of Education, and full execution of this Agreement, in the amount of Six Hundred Thousand Dollars ($600,000).

2. Full and Final Releases: In consideration for the promises, agreements and other considerations set forth in this Agreement, which the PARTIES each represent and warrant are good and sufficient consideration, the PARTIES do hereby fully, finally and forever discharge, release and waive as to one another, any and all claims, demands, actions, causes of action, rights of indemnity (legal and equitable), obligations, costs, expenses, attorneys' fees, expert witness and consultant fees, damages, interest, penalties, losses and liabilities of whatever nature, character or kind, whether known or unknown, suspected or unsuspected, matured or contingent, which concern or relate in any way to the Project. Change Order Requests 279 and 320, and any other claim asserted, or which could have been asserted by the PARTIES or any subcontractor,

sub-subcontractor, supplier or any company or person who supplied labor or material to the PROJECT.

3. Civil Code section 1542: The Parties acknowledge that they are familiar with and fully understand Section 1542 of the California Civil Code, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Except for the obligations created by this Agreement, and as set forth in Paragraph 4, the PARTIES waive and relinquish any and all rights and benefits which they may have under, and which may be conferred upon them by, the provisions of Section 1542 of the California Civil Code regarding the CONTRACT and the PROJECT to the fullest extent that they may lawfully waive such rights or benefits, except as to those matters specifically excluded below. In connection with such waiver and relinquishment, the PARTIES hereby acknowledge that they are aware of and/or may hereafter discover claims or facts in addition to or different from those which they now know and/or believe to exist with respect to the CONTRACT and the PROJECT recited above, but each PARTY intends to, and hereby does, fully, finally and forever settle and release all of the disputes and differences as between them, whether known or unknown, suspected or unsuspected, matured or contingent which concern, arise out of, or are in any way connected with the CONTRACT and the PROJECT.

4. Matters Excluded from Release: Notwithstanding any other paragraph or provision of this Agreement, ACI or its subcontractors, regardless of tier, are not released from (i) any latent defects; (ii) unexpired warranty obligations in connection with work at the PROJECT or (iii) any determination of any audit, investigation, formal or informal withholding or appeal proceeding, whether past, current or future, known or unknown, relating to any alleged violations of labor compliance obligations, or alleged violations of state or federal labor laws or regulations, by ACI or any of its subcontractors relating to work performed on the PROJECT. The DISTRICT represents that it is not currently aware of any conditions which exist which would create liability to ACI or its subcontractors for any exception mentioned in this Paragraph.

5. Indemnification of the District: ACI agrees to indemnify, hold harmless and defend the DISTRICT, its officers, employees, and Board of Education, from any and all claims, demands, liabilities, damages, losses or expenses, including attorneys' fees, arising out of any claims by any subcontractor or supplier or anyone who claims entitlement to funds for work, labor or material supplied to or on behalf of ACI to the PROJECT.

6. Authority to Enter into Agreement: Each PARTY represents and warrants that it is the sole owner of all rights, title and interests in the matters covered in this Agreement, and that each PARTY has not assigned, transferred, or purported to assign and/or transfer to any person any matters, or portions thereof, settled and released under this Agreement.

7. Advice of Counsel: The PARTIES acknowledge that they have read this Agreement in its entirety, that they have had an opportunity to be advised by counsel of their choice and that they have full, complete, and total comprehension of the provisions hereto and are in full agreement with each and every one of its terms, conditions and provisions.

8. Disputed Claim and Limitations on Use of Agreement: This Agreement releases and other matters set forth herein are a compromise and settlement of disputed and contested claims between the PARTIES, and nothing contained herein shall be construed as an admission by any PARTY of any obligation and/or liability of any kind to any other PARTY.

9. Entire Agreement: This Agreement contains and embodies the entire agreement of the PARTIES with regard to the obligations under this Agreement and the matters released in this Agreement, and no representations, inducements or other agreements, oral or otherwise, not embodied herein, exist nor shall they be of any force or effect. This Agreement can only be modified or amended by a subsequent written agreement signed by the PARTIES hereto.

10. Miscellaneous Provisions:

(a) This Agreement is binding upon and shall inure to the benefit of the PARTIES, their respective agents, employees, Board(s), representatives, shareholders, officers, directors, partners, divisions, corporations, subsidiaries, parents, affiliates, assigns, heirs, predecessors, and successors, past, present, and future, and all of their insurers, guarantors, sureties and reinsurers.

(b) The PARTIES shall each be deemed to have jointly drafted this Agreement and the language of this Agreement is the result of negotiations between the PARTIES. Therefore, the presumption that language shall be construed against the drafter shall not apply to this Agreement.

(c) The PARTIES agree to execute all such other documents and perform such other acts consistent herewith as are necessary to give effect to the intent and purposes of this Agreement.

(d) This Agreement (and any disputes arising under this Agreement) shall be governed by, construed, and enforced in accordance with, the laws of the State of California without giving effect to the provisions, policies, or principles thereof relating to choice of laws or conflict of laws. Any dispute concerning any term of this Agreement shall be first referred for non-binding resolution to any mediator acceptable to both the DISTRICT and ACI.

(e) This Agreement may be signed in counterparts; all of which taken together shall be construed as one original. Facsimile or .pdf signatures shall constitute original signatures.

(f) Each PARTY hereto represents and warrants that it is authorized to sign this Agreement and bind the respective PARTY hereby and that all acts necessary to confer such authority have been duly, properly, and legally taken.

(g) All PARTIES hereto shall bear their own costs and attorneys' fees.

(h) Should any one part of this Agreement be construed to be illegal and/or unenforceable, that clause shall be severable from the rest of this Agreement. The remainder of the Agreement shall be given full force and effect insofar as such is practicable.

11. Attorneys' Fees: In the event that any litigation shall be commenced concerning this Agreement or any PARTY'S alleged breach of this Agreement, the prevailing party in such litigation shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation attorneys' fees and court costs, as awarded by a court of competent jurisdiction.

DATED: April ___, 2021

DOWNEY UNIFIED SCHOOL DISTRICT

By: _____
Authorized Representative

DATED: April 7, 2021

ANGELES CONTRACTOR, INC.

By: _____
Authorized Representative

APPROVED AS TO FORM:

DATED: October ___, 2011

ORBACH, HUFF & SUAREZ LLP

By: _____
Attorneys for Downey Unified School District

DATED: October ___, 2011

FELDMAN & ASSOCIATES, INC.

By: _____
Attorneys for Angeles Contractor, Inc.

II. 60. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Nearpod, Inc., Dania Beach, Florida, in the anticipated annual amount of $2,500.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

Supporting Documents

scan0662

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: CALIFORNIA STUDENT DATA PRIVACY AGREEMENT - PIGGYBACK

ACTION ITEM

Board of Education authorization is requested to accept and approve the use of a piggyback student data privacy agreement by and between the Oak Grove School District and Nearpod, Inc., Dania Beach, Florida, for the use of online lesson, video, and activity creation programs for student and teacher use.

The use of this agreement, which has been awarded by the Oak Grove School District, will allow the District to take advantage of negotiated pricing for the above referenced services without having to go through the lengthy and costly process of formal advertised bidding.

The current agreement is valid through June 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Nearpod, Inc., Dania Beach, Florida, in the anticipated annual amount of $2,500.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

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CALIFORNIA STUDENT DATA PRIVACY AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Oak Grove School District

AND

Provider:

Nearpod Inc.

Date:

April 23, 2020

DocuSign Envelope ID: CEAA4E45-7A45-44D5-B4E4-85274E092BDD

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Oak Grove School District (hereinafter referred to as "LEA") and Nearpod Inc. (hereinafter referred to as "Provider") on April 23, 2020. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated April 23, 2020 ("Service Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

   Nearpod

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party, so long as legally permitted to do so.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

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attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer; with the exception of Subproccesors whose services are required to provide its obligation under the Service Agreement. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

   a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

   b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

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Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. **Data Breach**. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding seventy-two (72) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

i. Information about what the agency has done to protect individuals whose information has been breached.
ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

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e. Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: **Najeeb Qasimi**
Title: **Director**

Contact Information:
6578 Santa Teresa Blvd, San Jose, CA 95119
nqasimi@ogsd.net
(408) 227-8300

The designated representative for the Provider for this Agreement is:

Name: Natali Barski-Meyman
Title: Corporate Counsel

Contact Information:
1855 Griffin Road, A290, Dania Beach, FL 33004
legal@nearpod.com
305.677.5030 x 2268

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Natali Barski-Meyman
Title: Corporate Counsel

Contact Information:
Natali Barski-Meyman
legal@nearpod.com
305.677.5030 x2268

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Nearpod Inc.

BY: DocuSigned by: Jose Carrera 33B8AE5BEDFE484 Date: 4/23/20

Printed Name: Jose Carrera Title/Position: CEO

Local Education Agency: Oak Grove School District

BY: NAJEEB Date: 4/23/20

Printed Name: Najeeb Qasimi Title/Position: Director

Note: Electronic signature not permitted.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

Nearpod

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EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	x
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	x
Student work	Student generated content; writing, pictures etc.	x
	Other student	student voice

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor-mance scores	
	Other transcript data -Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	Teacher name, teacher email, teacher school and district assignment

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

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EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

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Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commeneing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

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Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Oak Grove School District directs Nearpod Inc. to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	____ Partial. The categories of data to be disposed of are as follows: ____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	____ Destruction or deletion of data. ____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	____ As soon as commercially practicable _____By (Insert Date) _____

_____ _____
Authorized Representative of LEA Date

4/23/20

_____ _____
Verification of Disposition of Data by Authorized Representative of Provider Date

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EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Oak Grove School District and which is dated April 23, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Nearpod Inc.

BY: DocuSigned by: Jose Carrera 33B8AE5BEDFE484... Date: 4/23/20

Printed Name: Jose Carrera Title/Position: CEO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name: Natali Barski-Meyman

Title: Corporate Counsel

Email Address: legal@nearpod.com

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EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

n/a

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ADDENDUM TO CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

IN CONSIDERATION of the mutual agreement by Nearpod Inc. ("Provider") and Oak Grove School District ("LEA") in the Addendum, Provider and LEA agree to the following changes to the California Student Data Privacy Agreement ("DPA"), as follows:

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

4. Third Party Request. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party, so long as legally permitted to do so.

ARTICLE IV: DUTIES OF PROVIDER

4. No Disclosure. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer; with the exception of Subprocessors whose services are required to provide its obligation under the Service Agreement. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

ARTICLE V; DATA PROVISIONS

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding ~~forty-eight (48)~~ seventy two (72) hours.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

Provider Nearpod Inc.

By DocuSigned by: Jose Carrera 33B8AE5BEDFE484...

Printed Name Jose Carrera Position/Title CEO

Date 4/23/20

Local Education Agency Oak Grove School District

By NAJEEB

Printed Name **Najeeb Qasimi** Position/Title **Director**

Date **4/23/20**

II. 61. RATIFY the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $131,669.89, to be charged to the Measure O Bond Fund.

Supporting Documents

scan0663

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: PURCHASE OF CLASSROOM AND OFFICE FURNITURE FOR SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board authorization is requested to ratify the purchase of classroom and office furniture items for Sussman Middle School as a part of the school modernization program from Office & Ergonomic Solutions, Inc., Rancho Cucamonga.

Items to be purchased include teacher desks and chairs, student chairs and tables, worktables, conference tables, stools, waiting area furniture, and office desks and files for school administrative personnel.

All items to be purchased are from a previously Board-approved piggyback bid from the Hemet Unified School District, Bid #FAC 2020-08, which was accepted and approved for District use by the Board of Education at the meeting of November 10, 2020.

The total dollar amount for all items to be supplied is $131,669.89.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of $131,669.89, to be charged to the Measure O Bond Fund.

II. 62. APPROVE the increase to Purchase Order #PO1-20*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of $34,850.00, to be charged to Measure O Bond Funds.

Supporting Documents

scan0664

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: ARCHITECTURAL SERVICES AT SUSSMAN MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to increase Purchase Order #PO1-20*358 to cover the cost of additional architectural services for the renovation redesign of the culinary arts classroom as a part of the Sussman Middle School Modernization project.

The current project budget for architectural services related to this project is $1,859,841.00 and this increase is still within the current project budget.

The increase associated with this change is $34,850.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the increase to Purchase Order #PO1-20*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of $34,850.00, to be charged to Measure O Bond Funds.

II. 63. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-220, removal and installation of new wood flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the increased amount of $87,500.00, to be charged to Deferred Maintenance Funds.

Supporting Documents

scan0665

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: GYMNASIUM FLOOR REPLACEMENT AT WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services No. 202021-220 for the installation of new wood flooring in the Warren High School Gymnasium, which received Board approval to award on October 6, 2020.

The above change reflects a 14% increase to the cost of the original contract, and includes additional floor grinding, wood sheeting application, and floor leveling, which was not a part of the original contract.

The increase associated with this change is $87,500.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services No. 202021-220, removal and installation of new wood flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the increased amount of $87,500.00, to be charged to Deferred Maintenance Funds.

II. 64. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-307 to furnish and install water bottle filling stations at various school sites at the direction of the M.O.T. Services Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of $7,006.00, to be charged to Restricted Maintenance Funds.

Supporting Documents

scan0666

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: WATER BOTTLE FILLING STATIONS AT VARIOUS SCHOOL SITES

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services No. 202021-307 for the purchase and installation of water bottle filling stations at various school sites at the direction of the M.O.T. Services Department, which received Board approval to ratify at this meeting.

The above change includes additional work involved to install a station at Sussman Middle School, which was not a part of the original contract.

The increase associated with this change is $7,006.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services No. 202021-307 to furnish and install water bottle filling stations at various school sites at the direction of the M.O.T. Services Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of $7,006.00, to be charged to Restricted Maintenance Funds.

II. 65. APPROVE Change Order #1 to Purchase Order #PO2W-21*1020 for additional Quality Bidders software services at the request of the Facilities Department with Colbi Technologies, Inc., Tustin, in the increased amount of $20,000.00, to be charged to Restricted Maintenance Funds.

Supporting Documents

scan0667

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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 ANNUAL SOFTWARE SERVICES WITH COLBI TECHNOLOGIES AT THE REQUEST OF THE FACILITIES DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-21*1020 to cover the cost of additional software services from Colbi Technologies, Inc. to use Quality Bidders software as requested by the Facilities Department.

The Facilities Department submits requests for annual requirements in order to cover the cost of various items, services and agreements as needed throughout the year. Occasionally, it becomes necessary to increase the funding allocated to certain requirements due to unforeseen circumstances and/or additional needs as required.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional services as needed through the end of the school year.

The above change will increase the value of the Purchase Order from $29,000.00 to $49,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-21*1020 for additional Quality Bidders software services at the request of the Facilities Department with Colbi Technologies, Inc., Tustin, in the increased amount of $20,000.00, to be charged to Restricted Maintenance Funds.

II. 66. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-8631-0000000 or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

Supporting Documents

scan0668

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: DECLARE OBSOLETE/AUTHORIZE SALE OF OBSOLETE DISTRICT PROPERTY

ACTION ITEM

Board of Education authorization is requested to approve the declaration and sale and/or disposal of obsolete District property that is no longer needed for school and/or District purposes.

The authority to sell/dispose of obsolete District property is governed by Education Code Sections 17545 and 17546, which outlines the terms and conditions by which obsolete District personal property may be sold and/or disposed.

The items to be declared obsolete and sold and/or disposed of are obsolete technology items and school and office furniture items. These items are outdated and are of no further use to the district. All items will be consigned to an auction company for sale to the highest bidder, or to a local recycler for proper recycling, and/or disposed of in accordance with the Education Code. Items with a declared value of less than $2,500.00 may be sold separately or disposed of properly.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-00000-8631-0000000, or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
3	Tall Black Office Chairs				Broken unable to repair
8	Rectractable Maps				Broken unable to repair
7	Round Tables				Broken unable to repair
4	2 drawer Filing Cabinets				Broken unable to repair
2	Trapezoid Tables				Broken unable to repair
180	Student Chairs				Broken unable to repair
156	Single Student Desks				Broken unable to repair
4	Teacher Desks				Broken unable to repair
6	Book Shelves				Broken unable to repair
2	Books Cases				Broken unable to repair
2	Large Tables				Broken unable to repair
3	4- Drawer Filing Cabinets				Broken unable to repair
1	Rolling Cart				Broken unable to repair
10	Conference Tables				Broken unable to repair
1	Teacher Chair				Broken unable to repair
2	Black Conference Chairs				Broken unable to repair
2	Wooden Chairs				Broken unable to repair
1	Piano with Bench			4785	Broken unable to repair
3	Skinny Conference Tables				Broken unable to repair
1	large Conference Table				Broken unable to repair
4	Stand-up Dividers				Broken unable to repair
1	Metal teacher Desk				Broken unable to repair
2	Metal Rolling Cart				Broken unable to repair
1	Wood Desk Attachment				Broken unable to repair
1	Metal Poster Board				Broken unable to repair
1	Wooden Book Case				Broken unable to repair
1	Black Book Case				Broken unable to repair
1	Wooden Cabinet				Broken unable to repair
2	Gray Metal Cabinet				Broken unable to repair
6	Benches				Broken unable to repair
1	Small Book Case				Broken unable to repair
2	Plastic Kids Chairs				Broken unable to repair
3	Metal Bike Racks				Oboslete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Office Desk				Broken unable to repair
1	Palletmaster Palletjack			17038	Broken unable to repair
1	Wood & Steel Chair				Broken unable to repair
1	Couch				Broken unable to repair
2	Metal Benches				Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Monitor			31360	Broken unable to repair
1	Apple Monitor			31359	Broken unable to repair
1	Apple Monitor			34204	Broken unable to repair
1	Apple Monitor			31362	Broken unable to repair
1	Apple Monitor			31358	Broken unable to repair
1	Apple Monitor			31357	Broken unable to repair
1	Apple Monitor			31363	Broken unable to repair
1	Apple Monitor			34212	Broken unable to repair
1	Sharp Box Television			9256	Broken unable to repair
1	Zenith Box Television			1824	Broken unable to repair
1	Lexmark Wheel typewriter		11FZ2334		Broken unable to repair
1	HP Office Jet Printer		900355		Broken unable to repair
1	Apple Computer		sym0323n2dwy	32031	Broken unable to repair
1	Apple Computer			30171	Broken unable to repair
1	Apple Computer		sym0323rxdwy	32033	Broken unable to repair
1	Apple Computer		sym0323p4dwy	32024	Broken unable to repair
1	Apple Computer		sym0323p8dwy	32025	Broken unable to repair
1	Apple Computer		sym0323q2dwy	32028	Broken unable to repair
1	Bretford Charging Cart	TX322 LL/A		37294	Oboslete Item
1	Bretford Charging Cart	TX322 LL/A		37298	Oboslete Item
1	Bretford Charging Cart	HC131 VC/A		46143	Oboslete Item
1	Bretford Charging Cart	HB7161 LL/A		36051	Oboslete Item
1	Bretford Charging Cart	Netbook 42		33700	Oboslete Item
1	Apple Mac Computer		sym0232dlwy	31565	Oboslete Item
1	Apple Mac Computer		sym02324rdwy	31558	Oboslete Item
1	Apple Mac Computer		sym025030dwy	31576	Oboslete Item
1	Zenith Tube Television			1824	Broken unable to repair
1	Sharp Tube Television			9256	Broken unable to repair
1	Fellowes Paper Shredder	C-120C	080124-GG0033654		Broken unable to repair
1	Apple Macbook Pro		sc02hl0vddv7n	34133	Broken unable to repair
1	HP Printer	LJ Pro M201dw	VNB3F53980	965344	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C07996	964764	Oboslete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	HP Printer	LJ Pro M201dw	VNB3C75092	965533	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C75099	965528	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C75096	965530	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C75100	965534	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNV3C75097	965531	Oboslete Item
1	HP Printer	LJ Pro 2035	VNB3244742	963939	Oboslete Item
1	HP Printer	LJ Pro 400	VNB3S20221	901667	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C75098	965535	Oboslete Item
1	HP Printer	LJ Pro 400	PHGDC31400		Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C07994	964765	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C08334	964766	Oboslete Item
1	HP Printer	LJ Pro 400	PHGDF30051		Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C08350	964768	Oboslete Item
1	HP Printer	LJ Pro M201dw	VB3F53985	965529	Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C08347	964767	Oboslete Item
1	HP Printer	LJ Pro P1102w	VND3Q76598		Oboslete Item
1	HP Printer	LJ Pro M201dw	VNB3C75103	965532	Oboslete Item
1	Brother Printer	HL-54	U63080D4N713078		Oboslete Item
1	Apple Computer			32987	Broken unable to repair
1	Apple Computer			31666	Broken unable to repair
1	Apple Computer			34449	Broken unable to repair
1	Apple Computer			31676	Broken unable to repair
1	Apple Computer			31673	Broken unable to repair
1	Apple Computer			17429	Broken unable to repair
1	Apple Computer			29267	Broken unable to repair
1	Apple Computer			31672	Broken unable to repair
1	Apple Computer			316971	Broken unable to repair
1	Epson Printer		BUY1279033		Broken unable to repair
1	Dell Cart			54135	Oboslete Item
1	Bretford Charging Cart			33708	Oboslete Item
1	Bretford Charging Cart			48740	Oboslete Item
1	Bretford Charging Cart			45461	Oboslete Item
1	Bretford Charging Cart			48742	Oboslete Item

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Bretford Charging Cart			25734	Oboslete Item
1	Bretford Charging Cart			47897	Oboslete Item
1	Dell Cart			48741	Oboslete Item
1	Bretford Charging Cart			25733	Oboslete Item
1	Dell Cart			36296	Oboslete Item
1	Dell Cart			33720	Oboslete Item
1	Voyager System Unit			39472	Oboslete Item
1	Voyager System Unit			39467	Oboslete Item
1	Voyager System Unit			38001	Oboslete Item
1	Voyager System Unit			38021	Oboslete Item
1	Voyager System Unit			39453	Oboslete Item
1	Voyager System Unit			38025	Oboslete Item
1	Voyager System Unit			39439	Oboslete Item
1	Voyager System Unit			39460	Oboslete Item
1	Voyager System Unit			39465	Oboslete Item
1	Voyager System Unit			39464	Oboslete Item
1	Voyager System Unit			38017	Oboslete Item
1	Voyager System Unit			38006	Oboslete Item
1	Voyager System Unit			38012	Oboslete Item
1	Voyager System Unit			39462	Oboslete Item
1	Voyager System Unit			38037	Oboslete Item
1	Voyager System Unit			39442	Oboslete Item
1	Voyager System Unit			33003	Oboslete Item
1	HP Laserjet Printer			31470	Broken unable to repair
1	HP Laserjet Printer			31471	Broken unable to repair
1	HP Laserjet Printer		VN133P04828	900051	Broken unable to repair
1	HP Laserjet Printer			58890	Broken unable to repair
1	HP Compaq Mini Tower		XZ796UT#ABA		Broken unable to repair
1	HP Photosmart Printer		MY5701WOKV		Broken unable to repair
1	HP Laserjet Printer		WNB3MZ9888	900068	Broken unable to repair
1	Document Camera		6220311070P	32653	Broken unable to repair
1	Document Camera		5278811010P	32264	Broken unable to repair
1	HP Laserjet Printer		VNB3M21920	900626	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	HP Laserjet Printer		CNDC51506K		Broken unable to repair
1	Canon Multifunction Printer		ADWU91935		Broken unable to repair
1	Officejet Printer		CNSCMFKZWR	965703	Broken unable to repair
1	HP Laserjet Printer		CN68C2KMFY	900625	Broken unable to repair
1	HP Deskjest Printer		MY4854N45V		Broken unable to repair
1	HP Laserjet Printer		CNHC57D0JT		Broken unable to repair
1	HP Deskjest Printer		CN18T1N1FT		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200932		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200802		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200929		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200323		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733201371		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200309		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200647		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200804		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200308		Broken unable to repair
1	27" Philips TV	27PT9007D/17	BFIA0733200754		Broken unable to repair
1	RCA Audio Video Receiver			19580	Broken unable to repair
1	Technics Compact Disc Changer			19579	Broken unable to repair
1	Pioneer Audio Video Receiver		RC3619661DI		Broken unable to repair
1	Sony Mini Disc Deck		8804323	19587	Broken unable to repair
1	Onkyo Compact Disk Changer		7424027500		Broken unable to repair
1	ETC Colorsource 20		493002873		Broken unable to repair
1	Panasonic TV			14789	Broken unable to repair
1	Apple iMac Computer			19869	Broken unable to repair
1	Apple iMac Computer			19859	Broken unable to repair
1	Sony Cassette Deck		8811775		Broken unable to repair
1	RCA VCR		921250557		Broken unable to repair
1	Leprecon 624		980398	22057	Broken unable to repair
1	Apple Mac Computer		SYM9340899th	30205	Broken unable to repair
1	Apple Mac Computer		SYM9340249th	30217	Broken unable to repair
1	Apple Mac Computer		SYM9308t9th	30188	Broken unable to repair

EQUIPMENT ITEMS TO BE DECLARED OBSOLETE BY THE DISTRICT

ITEM	DISCRIPTION	MODEL	SERIAL #	DISTRICT #	Reason for Disposal
1	Apple Mac Computer		SYM93409m9th	30200	Broken unable to repair
1	Apple Mac Computer			30216	Broken unable to repair
1	Apple Mac Computer			26656	Broken unable to repair
1	Apple iMac Computer		W8807092WRQ	28612	Broken unable to repair
1	HP Laserjet Printer		CNFB525869		Broken unable to repair

II. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-198 for tree trimming services at Unsworth Elementary School with V&E Tree Service, Inc., Orange, in the final amount of $11,500.00, 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

scan0669

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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 UNSWORTH ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-198 for tree trimming services at Unsworth Elementary School, which received approval at the meeting of November 10, 2020.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-198 for tree trimming services at Unsworth Elementary School with V&E Tree Service, Inc., Orange, in the final amount of $11,500.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-205 for interior painting of the gymnasium at Warren High School, with Tony Painting, Inc., Garden Grove, in the final amount of $48,640.00, 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

scan0670

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: INTERIOR PAINTING OF GYMNASIUM AT WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-205 for interior painting of the gymnasium at Warren High School, which received approval at the meeting of December 8, 2020.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-205 for interior painting of the gymnasium at Warren High School, with Tony Painting, Inc., Garden Grove, in the final amount of $48,640.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-209 for canopy roof repairs at Williams Elementary School, with FC & Sons Roofing Company, Bell Gardens, in the final amount of $14,980.00, 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

scan0671

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: CANOPY ROOF REPAIR AT WILLIAMS ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-209 for repairs to a leaky canopy roof at Williams Elementary School, which received approval at the meeting of November 10, 2020.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-209 for canopy roof repairs at Williams Elementary School, with FC & Sons Roofing Company, Bell Gardens, in the final amount of $14,980.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-228, to install a swing gate and poles at Imperial Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of $1,460.00, 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

scan0672

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF SWING GATE AND POLES AT IMPERIAL ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-228 to install a swing gate and poles at Imperial Elementary School, which received approval at the meeting of December 8, 2020.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-228, to install a swing gate and poles at Imperial Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of $1,460.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-239 for the installation of District-supplied carpeting and cove base in Kindergarten classrooms at Williams Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $4,942.00, 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

scan0673

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF DISTRICT-SUPPLIED CARPETING AND RUBBER COVE BASE AT WILLIAMS ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-239 for the installation of District-supplied carpeting tiles and cove base in Kindergarten classrooms (K1 and K2) at Williams Elementary School, which received approval at the meeting of January 12, 2021.

All work has been paid 95%, and acceptance of completion will initiate the process for the release of retention to the contractor.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-239 for the installation of District-supplied carpeting and cove base in Kindergarten classrooms at Williams Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of $4,942.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-251 to perform miscellaneous concrete work at Old River Elementary School with 3D Concrete, Downey, in the final amount of $10,910.00, 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

scan0674

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: CONCRETE WORK AT OLD RIVER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-251 to perform miscellaneous concrete work in the campus quad area at Imperial Elementary 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. 202021-251 to perform miscellaneous concrete work at Old River Elementary School with 3D Concrete, Downey, in the final amount of $10,910.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-256 for the installation of water bottle filling stations at all schools within the District, with Pro-Craft Construction, Inc., Redlands, in the final amount of $47,808.06, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents

Notice of Completion - No. 202021-256 -

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF WATER BOTTLE FILLING STATIONS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-256 for the installation of water bottle filling stations at all schools within the District, 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. 202021-256 for the installation of water bottle filling stations at all schools within the District, with Pro-Craft Construction, Inc., Redlands, in the final amount of $47,808.06, to be charged to Restricted Maintenance Funds; and

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 74. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-258 for interior painting of classroom N4 at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of $2,995.00, 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

scan0676

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: INTERIOR PAINTING OF CLASSROOM AT COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-258 for interior painting of classroom N4 at Columbus 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. 202021-258 for interior painting of classroom N4 at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of $2,995.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 75. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-260 for interior painting of the cafeteria at Gauldin Elementary School, and interior painting of restrooms at Rio San Gabriel and Unsworth Elementary Schools, with Hendrix Painting, Inc., Long Beach, in the final amount of $27,550.00, 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

scan0677

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: INTERIOR PAINTING AT GAULDIN, RIO SAN GABRIEL AND UNSWORTH ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-260 for interior painting of the cafeteria at Gauldin Elementary School, and interior painting of restrooms at Rio San Gabriel and Unsworth Elementary Schools, 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. 202021-260 for interior painting of the cafeteria at Gauldin Elementary School, and interior painting of restrooms at Rio San Gabriel and Unsworth Elementary Schools, with Hendrix Painting, Inc., Long Beach, in the final amount of $27,550.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 76. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-264, modifications to an interim housing portable classroom building at Stauffer Middle School, with Unified Modular Corporation, Riverside, in the final amount of $35,393.68, 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

Notice of Completion

D O W N E Y U N I F I E D S C H O O L D I S T R I C T

Business Services

DATE: April 20, 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: PORTABLE CLASSROOM BULDING MODIFICATIONS AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-264 for modifications to an interim housing portable classroom building, including windows and walls, at Stauffer Middle School, which received ratification at the meeting of April 20, 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. 202021-264, modifications to an interim housing portable classroom building at Stauffer Middle School, with Unified Modular Corporation, Riverside, in the final amount of $35,393.68, to be charged to Measure O Bond Funds; and

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 77. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-281 for interior painting of first- and second-floor hallways in the Donald E. LaPlante Hall science building at Warren High School with Hendrix Painting, Inc., Long Beach, in the final amount of $7,850.00, 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

scan0679

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: INTERIOR PAINTING OF SCIENCE BUILDING HALLWAYS AT WARREN HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-281 for interior painting of first- and second-floor hallways in the science building at Warren High School, which received approval at the meeting of March 9, 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. 202021-281 for interior painting of first- and second-floor hallways in the Donald E. LaPlante Hall science building at Warren High School, with Hendrix Painting, Inc., Long Beach, in the final amount of $7,850.00, to be charged to Deferred Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 78. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-306 for concrete walkway repairs at Imperial Elementary School with 3D Concrete, Downey, in the final amount of $9,960.00, 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

scan0680

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: CONCRETE WALK REPAIRS AT IMPERIAL ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-306 to repair a 48' x 8' section of walkway at Imperial Elementary School, which received ratification at the meeting of April 20, 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. 202021-306 for concrete walkway repairs at Imperial Elementary School with 3D Concrete, Downey, in the final amount of $9,960.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 79. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-307 to install water bottle filing stations Districtwide with Pro-Craft Constructions, Inc., Redlands, in the final amount of $21,426.00, 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

scan0681

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF BOTTLE FILLING STATIONS DISTRICTWIDE

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-307 to install bottle filling stations at all District school campuses, which received ratification at the meeting of April 20, 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. 202021-307 to install water bottle filling stations Districtwide with Pro-Craft Construction, Inc., Redlands, in the final amount of $21,426.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 80. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-308 to provide remediation services in portable classrooms 6 through 10 at Downey High School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of $16,200.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents

scan0682

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: REMEDIATION SERVICES IN PORTABLE CLASSROOMS AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-308 to provide remediation services in portable classrooms 6 through 10 at Downey High School, which received ratification at the meeting of April 20, 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. 202021-308 to provide remediation services in portable classrooms 6 through 10 at Downey High School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of $16,200.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-325 to install a swing gate at Carpenter Elementary School with McCullah Fence Co., Bell Gardens, in the final amount of $845.00, 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

scan0683

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Christina Aragon, Associate Superintendent, Business Services
Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF SWING GATE AT CARPENTER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-325 to install a swing gate at Carpenter Elementary School, which received ratification at the meeting of April 20, 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. 202021-325 to install a swing gate at Carpenter Elementary School with McCullah Fence Co., Bell Gardens, in the final amount of $845.00, to be charged to Restricted Maintenance Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 82. ACCEPT as complete Agreement for Independent Consultant/Professional Services to provide topographic ground survey services at Stauffer Middle School with Joseph C. Truxaw and Associates, Inc., Orange, in the final amount of $7,900.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents

scan0684

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: April 20, 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: TOPOGRAPHIC GROUND SURVEY AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) with Joseph C. Truxaw and Associates, Inc. to provide topographic ground survey services at Stauffer Middle School, which received approval at the meeting of March 9, 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 Independent Consultant/Professional Services to provide topographic ground survey services at Stauffer Middle School with Joseph C. Truxaw and Associates, Inc., Orange, in the final amount of $7,900.00, to be charged to Measure O Bond Funds, and;

AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

II. 83. RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.

Supporting Documents

scan0694

I. CERTIFICATED

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins

AFTER SCHOOL TUTORING – $37.30 Per Hour, 2020-21 School Year

Williams
Bradfield, Christie
Kingston-Leon, Nicole
Lee, Junghee
Reyes, Rosalie
Russell Hernandez, Nicole
Toriz, Rubina

Columbus
Candelas, Nicolas

CAPTURING KIDS HEARTS WORKSHOP – District, $37.30 Per Hour, 2020-21 School Year

Appel, Vincent
Arnold, Jeffrey
Beaver, George
Berumen, Renee
Brogden, Gerald
Buenrostro, Carmen
Curiel, Joe
Delhousay, Shaun
Doung, Ronald
Ducros, Kathy
Gleason, Robert
Gonzales, Christina
Harris, Nathan
Hutson, Michelle
Ittner, Joel
Kiess, Kent
Latham, Daniel
Lord, Kaye
McGrath, Christian
Mojarro, Jenny
Moreno, Alyssa
Nelson, Jared

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

CAPTURING KIDS HEARTS WORKSHOP – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Nishioka, Bonnie
Ortiz, Martha
O'Steen, Erika
Pearson, Kevin
Pearson, Scott
Quintero, David
Ramirez, Andrea
Redfox, George
Salazar, Amy
Schiavo, Mark
Schmid, Tina
Simons, Bradley
Siryj, Margaret
Speakman, David
Strain, Allison
Vance, Michael
Watts, Eric
Welch, Jeffrey
Yost, Holly
Young, Marlin

CHYA TRAINING – District, $37.30 Per Hour, 2020-21 School Year

Andrew, Charlotte
Awad, Myra
Bach, Daniel
Barajas, Efren
Becker, Robert J.
Bhakta, Bageshree
Bland-Reisch, Shelly
Brewer, Uvonne
Brogden, Gerald
Chan, Isela
Contreras, Nicole

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

CHYA TRAINING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Cortez, Louis
Cruz, Mireya
Dekker, David
Derkum, Michelle
Diazibarra, Dulce
Ferrer, David
Fiktarz, Joseph
Gallegos, Louie
Green, Kysha
Han, Esther
Harney, Daniel
Hollington III, Thomas
Houts, Jacob
Huang, Lynn
Im, Chandaramo
Kinney, Courtney
Lozano, Charles
Lundeen, Jessica
Lyons, John
McGregory, Kyndra
Mendoza, Cynthia
Mistrik, Lisa
Nametz, Michael
Neill, Tyler
Orique, Matthew
Peterson, Darren
Prasirtpun, Smith
Russell, Kellie
Saad, Amany
Salazar, Amy
Shull, James
Simpson, Matthew
Soto, Natalie
Spino, Christine
Stendahl, John

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

CHYA TRAINING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Swain, Lisa
Tao, Jayme
Taylor-Sabo, Melissa
Tindoc, Oliver
Vargas-Aguilar, Jessenia
Vega, Elizabeth
Velasco, Margarita
Venegas, David
Webb, Kelly
Welch, Jeffrey
Yost, Holly
Zamora, Tahnee
Zuniga, Salvador

COORDINATOR MEETINGS – District, $37.30 Per Hour, 2020-21 School Year

Carter, Dina
Gallagher, Sophie
Marcy, Wendy
Murakawa, Mindy-Kay
Quimby, Jason

DUAL IMMERSION CURRICULUM WRITING – District, 2020-21 School Year

Amaya, Yvonne	$501.15 Per Diem
Barrera, Shirley	$524.63 Per Diem
Mendoza, Lizzette	$448.91 Per Diem
Ramirez, Sonia	$448.84 Per Diem
Ventura, Noelia	$411.12 Per Diem

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELA AND MATH SUMMER CURRICULUM DEVELOPMENT TEAMS – District, $37.30 Per Hour, 2020-21 School Year

Barrera, Jennifer
Cabrera, Concha
Cassayre, Emily
Chatmon, Charmetra
Cohen, Kristofer
Driscoll, Loren
Ferera, Gretchen
Gallagher, Sophie
Hedden, David
Lundsberg, Megan
Maples, Sara
Marcy, Wendy
Moore, Catherine
Ortiz, Joseph
Partnoff, Steven
Saikali, Rola
Schmaltz, Jeffrey
Spittell, Christine
Wolfe, Jeanetta

ELPAC PAPERWORK – District, $37.30 Per Hour, 2020-21 School Year

Balster, Lisa
Brossmer, Esther
Griffin, Andrea
Guerrero, Annabel
Reeves, Isela
Rush, Samantha

ELPAC TESTING – District, $37.30 Per Hour, 2020-21 School Year

Adame, Cindy
Alvarado, Angelica
Amaya, Alyssa

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELPAC TESTING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Ambroff, Amanda
Arguelles, Melissa
Barclay, Alyssa
Barger, Matthew
Benner, Garrett
Berbower, Stephanie
Bliss, Julie
Bradfield, Christie
Brito, Kristy
Brossmer, Esther
Cabrera, Kevin
Calata, Sharon
Calderon, Diana
Caro, Vanessa
Casillas, Rosa
Castellanos, Shirley
Cazares, Veronica
Chavez, Vicky
Chun, Christina
Cortes, Leticia
Cox-Nichols, Trisha
Curcio, Heather
Davis, Melissa
De Mello, Lydia
De Moss, Cynthia
Diioli, Monique
Diulio, Judy
Doty, Blair
Dykes, Cynthia
Estrada, Lilly
Ferera, Gretchen
Fragoso, Evelyn
Franco, Christina
Franklin-Topacio, Ann
Freijanes, Wendy

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELPAC TESTING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Galan-Zeisel, Rosa
Garces, Jeannette
Garcia, Minerva
Gomez, Erica
Gomez, Julio
Gonzalez, Neil
Griswold, Naomi
Guerrero, Annabel
Guzik, Michael
Hecker, Robert
Hernandez, Jessica
Hill, Barbara
Hill, Teresa
Hughes, Tiffany
Hultner, Kathleen
Hurtado, Monica
Jensen, Danicka
Jimenez, Diana
Karout, Sarah
Keele, Brooke
Kim, Carrie
Kim, Christine
La Fortune-Webster, Darla
Laemmlen, Amy
Lambert, Karen
Lazaro, Kathryn
Lee, Carolina
Lee, Junghee
Lentz, Savannah
Lopez, Carrie
Lord, Melissa
Lostetter, Matthew
Lovick, Melissa
Lujan, Emily

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELPAC TESTING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Maldonado, Julia
Manzano, Rocio
Mata, Iris
Maxwell, Lance
Menjivar-Guillen, Maria
Meza, Melissa
Moore, Catherine
Moore, Meghan
Mullins, Elizabeth
Munoz, Maria
Munoz, Regina
Murakawa, Mindy-Kay
Nava-Barnes, Alexandra
Navichoque, Jessica
Negrete, Terresa
Neimann, Natalie
Newman, Amy
Newman, Barb
Ortiz, Evelyn
Paredes, Alondra
Parga, Amelia
Pellegrino, Alexandra
Petersen, Peggy
Petit, Theresa
Portillo, Evelyn
Pulido, Roberto
Ragusa, Elise
Ramirez, Karen
Ramos, Brianna
Reeves, Isela
Reyes, Rosalie
Rhodes, Stacey
Rocha, Alexandra
Rojas, Laura
Romero, Ivette

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

ELPAC TESTING – District, $37.30 Per Hour, 2020-21 School Year (cont.)

Romero, Lizzette
Rosales, Mario
Roybal, Ross
Ruesga, Alexandra
Ruiz, Elisa
Russell Hernandez, Nicole
Saenz, Isabel
Sanchez Lopez, Michelle
Santillan, Aleeza
Selvanayagam, Kimberly
Serrato, Susana
Silagyi-Morris, Lynn
Solis, Ashley
Stanley, Barak
Stendahl-Flores, Carmina
Sullivan, Alicia
Thomas, Lisa
Torres, Bethany
Torres, Vanessa
Vidaurrazaga, David
Washington, Kimberly
Wilson, Angelika
Wilson, Kathryn
Wilson, Nichelle
Woodhouse, Adorliz
Worthy, Lindsey
Yun, Ruth
Zarate, Linda
Zubiate, Maria Elena

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
EXTRA DUTY – 2020-21 School Year			
Downey			
Amaya, Alyssa	G. Water Polo JV	$2,416.00 Per Year	
Amaya, Alyssa	B. Water Polo JV	$2,416.00 Per Year	
Amaya, Alyssa	B. Water Polo FR	$1,269.50 Per Year	
Gleason, Robert	B. Cross Country V.	$3,346.00 Per Year	
Lostetter, Matthew	G. Volleyball FR	$1,193.00 Per Year	
McCarthy, Robert	G. Volleyball JV	$3,977.00 Per Year	
Nevarez, Jessica	G. Cross Country Assist.	$2,008.00 Per Year	
Warren			
Pearson, Scott	Extra Duty ASB Events	$75.00 Per Event	
Rodriguez, Eduardo	Extra Duty ASB Events	$75.00 Per Event	
Tendler, Joey	Extra Duty ASB Events	$75.00 Per Event	
HOME INSTRUCTION – District, $37.30 Per Hour, 2020-21 School Year			
Winters, Callie			
HOMEWORK HELP – Stauffer, $37.30 Per Hour, 2020-21 School Year			
Clark, Kathleen			
McConnell, Sean			
Rowland, Jamie			
IEP ADMIN DESIGNEE – Imperial, $58.23 Per Hour, 2020-21 School Year			
Martinez, Kayla			
IEP WRITING – Old River, $37.30 Per Hour, 2020-21 School Year			
De Matta, Sussan			
Venegas, Rosalba			

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

INTERVENTION ACADEMIC SUPPORT AP STUDENTS – Warren, $37.30 Per Hour, 2020-21 School Year

Haldar, Padma
Kim, James
Lee, David
Lopez, Karla
Maurer, William
Mendez, Daniel
Merchant, Abida
Miranda, Daniel
Muller, Justin
Orlinsky, Jeffrey
Paduano, Annabel
Roldan, Nadia
Schulman, Monica
Villa, Cassandra
Welch, Kevin
Yoo, Tai

INTERVENTION APEX RECOVERY – Warren, $37.30 Per Hour, 2020-21 School Year

Dussan, Lilliana
Waldron, Jay

INTERVENTION GRADE IMPROVEMENT – Warren, $37.30 Per Hour, 2020-21 School Year

Adame, Cindy
Aguilar, Felipe
Arnold, Jeffrey
Benaderet, Marlayna
Casillas, Rosa
Cha, David
Curiel, Joe
Fisher, Stephanie

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

INTERVENTION GRADE IMPROVEMENT – Warren, $37.30 Per Hour, 2020-21 School Year (cont.)

Gipson, Burness
Haldar, Padma
Holder, Jessie
Kim, James
Kozhaya, Garineh
Lemus, Shawn
Lopez, Carlos
Mack, Deanna
McEvoy, Christopher
Mendez, Daniel
Moon, Simon
Muller, Michael
O'Dowd, Joy
Orlinsky, Jeffrey
Russell, William
Sandoval, Elizabeth
Simons, Bradley
Strain, Allison
Than, Kim
Tse, Paul
Welch, Kevin
Westerman, Jon
Willis, Monique
Villarreal, Ana

INTERVENTIONIST – $175.00 Per Day, 2020-21 School Year

Carpenter
Jauregui, Jiovanni

District
Alvarez, Diana
Estrada, Ameriee
Monteagudo, Leslie
Nievez-Zamora, Bertha

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

INTERVENTIONIST – $175.00 Per Day, 2020-21 School Year (cont.)

Doty
Williamson, Brianna

Stauffer
Chavez Zavala, Erik
Le, Jin Quan

Sussman
Cabrales, Adan

NCAA INTERVENTION – Warren, $37.30 Per Hour, 2020-21 School Year

Tse, Paul

PBIS – $37.30 Per Hour, 2020-21 School Year

Alameda
Cheatham, Jasmin
Kang, Jee
Lanners-Phelps, Amy
Platt, Tina

Gallatin
Johnson, Tami
Kim, Christine
Kutzke, Cortny
Rodriguez, Sonia
Smith, Dianna

Gauldin
Bomgaars, Jenalee
Curcio, Heather
Garrido, Stephanie
Torres, Lauren
Worthy, Lindsey

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

PBIS – $37.30 Per Hour, 2020-21 School Year (cont.)

Lewis
Fisher, Susan
Graves, Todd
Martinez, Rosio
Overturf, Kristy
Russell, LeeAnn

Old River
De Matta, Sussan
King, Lisa
Maline, Sarina
Raber, Brian

Price
Carey, Wendy
Greilach, Robin
Guerrero, Annabel
Jara, Jennifer
Jones, Eugene

Ward
Beliakoff, Karen
Brossmer, Esther
Cook, Nicole
Thomas, Lisa

Columbus
Benedic, Angelica
Candelas, Nicolas
Chitwood, Ryan
Hecker, Robert
La Mar, Jennifer
Lozano, Charles

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

PBIS – $37.30 Per Hour, 2020-21 School Year (cont.)

Columbus (cont.)
Maldonado, Julia
Marshall, Scott
Martinez, Lourdes
Murakawa, Mindy-Kay
Peterson, Darren
Prasirtpun, Smith
Sary, Matthew
Simpson, Matthew
Swander, William
Vega, Elizabeth
Warzybok, Karin
Zuniga, Salvador

Doty
Agranowitz, Natalia
Fiktarz, Joseph
Moore, Meghan

Stauffer
Goldsmith, Desiree
Hayes, AndaJo
Koenig, Todd
Vera, Jecenia

Sussman
Barela, Mihaela
Flores, Thomas
Perkins, Ashley
Ramirez-Garcia, Claudia
Schmaltz, Jeffrey

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

PREPPING & PLANNING – Sussman, $37.30 Per Hour, 2020-21 School Year

Cabrales, Adan

RETURN TO SCHOOL SETUP – Warren, $37.30 Per Hour, 2020-21 School Year

Gutierrez, Ruben
Hernandez Pineda, Juan
Rodriguez, Eduardo

SATURDAY SCHOOL ATTENDANCE RECOVERY PROGRAM – Warren, $37.30 Per Hour, 2020-21 School Year

Merchant, Abida

SCIENCE PLANNING – Doty, $37.30 Per Hour, 2020-21 School Year

Awad, Myra
Im, Chandaramo

SPANISH TRANSLATION – Doty, $37.30 Per Hour, 2020-21 School Year

Munoz, Maria
Reyes, Carlos

SUBSTITUTE TEACHER – District, $175.00 Per Day, 2020-21 School Year

Dann, Claire
Garcia, Linda G.
Hakel, Gwen
Hargrave, Patti
Kingston-Leon, Nicole
Kvale, Natalie
Saxton, Samantha
Smick, Tammy

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

STUDENTS OVER NEGOTIATED LIMITS – Unsworth, $165.00 Per Student, Per Month, 2020-21 School Year

King-Adamo, Jill

TECHNOLOGY SET UP – DHH, $37.30 Per Hour, 2020-21 School Year

Han, Esther
St. Clair, Brian

TECHNOLOGY SUPPORT – Downey, $37.30 Per Hour, 2020-21 School Year

Amaya, Alyssa
Beaver, George
Broun, Kevin
Cabrera, Kevin
Calata, Sharon
Hudson, Jennifer
Rauls, Ashley

TOSA CHAT – DHH, $37.30 Per Hour, 2020-21 School Year

Franklin-Topacio, Ann
Higgins, Natalie
Spencer, Nancy

TUTORING – $37.30 Per Hour, 2020-21 School Year

Alameda
Christian, Carrie-Ann
Tanaka, David
Zubiate, Maria Elena

Unsworth
Petersen, Peggy

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins

VIKING AWARDS – Downey, $37.30 Per Hour, 2020-21 School Year

Joest, Julie

VIRTUAL CO-TEACHING PROFESSIONAL DEVELOPMENT – District, $37.30 Per Hour, 2020-21 School Year

Mack, Deanna
Salazar, Jairo
Sandoval, Elizabeth

B. Leave of Absence

Employee	From	To	Effective
Dekker, David	Teacher Stauffer $76,058	AB375 – Child Bonding	2/23/21- 3/05/21
Dekker, Jenise	Teacher Rio San Gabriel $84,757	AB375 – Child Bonding	4/12/21- 6/01/21
Gomez, Susan	Teacher Carpenter $78,687	AB375 – Child Bonding	3/29/21- 4/16/21
Guardado, Lorena	Teacher Rio Hondo $91,733	AB375 – Child Bonding	5/06/21- 6/01/21
CORRECTED ACTION Juarez, Natalie	Program Specialist Special Education $112,532	AB375 – Child Bonding	1/20/21- **3/31/21**

I. CERTIFICATED

B. Leave of Absence (cont.)

Employee	From	To	Effective
Long, Claudia	Teacher Unsworth $92,712	FMLA W/O Pay	3/29/21- 5/28/21
CORRECTED ACTION Nikovo, Ashley	SLP Special Education $89,561	AB375 – Child Bonding	**1/18/21- 4/16/21**
Velasco, Margarita	Teacher Sussman $96,611	AB375 – Child Bonding	3/22/21- 5/28/21
Villanueva, Jean	AB375 – Child Bonding	LOA PB W/O Pay	3/08/21- 4/01/21

C. Reassignments

Employee	From	To	Effective
Brewer, Grace	FMLA W/O Pay	SLP Special Education $84,778	5/03/21
Dekker, David	AB375 – Child Bonding	Teacher Stauffer $76,058	3/08/21
Gonzalez, Christina	AB375 – Child Bonding	Teacher Downey $96,611	4/26/21
Juarez, Natalie	AB375 – Child Bonding	Program Specialist Special Education $112,532	4/01/21
Villanueva, Jean	LOA PB W/O Pay	Teacher Stauffer $78,227	4/12/21

I. CERTIFICATED

D. Terminations

Employee	Assignment	Effective	Reason
McLemore, Esther	Teacher DHH $112,367	6/02/21	AR4145 – Early Retirement

II. CLASSIFIED

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Cuadros, Leslie (Rpl. L. Cuadros)	Sr. Instruct. Asst.-BC Unsworth	$3,613.00 mo. (75%)	03/29/21
Montes, Imari (Re-employment) (New Position)	Student Supv. Asst. Gauldin	$14.000 hr. 3.5 Hours	03/26/21
Ortiz, Melissa (Rpl. H. Macias)	Attend./Records Clerk Warren High	$3,887.00 mo. (100%)	03/08/21
Tyler, Marta (Re-employment) (New Position)	Student Supv. Asst. Carpenter	$14.000 hr. 3.5 Hours	03/24/21

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Anderson, Carnel	Asst. Track Coach Warren High	Not to exceed $546.50	09/01/20- 12/31/20
Austin, Stephen	Asst. Track Coach Warren High	Not to exceed $546.50	09/01/20- 12/31/20
Camarena, David (Substitute)	Custodian Varies	$19.747 hr.	03/15/21
Casillas, Monique (Substitute)	Instruct. Asst.-Dental Varies	$20.844 hr.	03/08/21
Castellanos, Ruth (Substitute)	Attend./Records Clerk Varies	$20.308 hr.	03/11/21
Franco, Marisol (Working out of class as needed)	Inter. Clerical Asst. Warren High	$4,288.00 mo.	04/05/21- 06/30/21

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Gutarra, Ceci (Substitute)	Student Supv. Asst. Varies	$14.000 hr.	03/26/21
Gutierrez, Emily	Asst. Track Coach Warren High	Not to exceed $546.50	09/01/20-12/31/20
Jaco, Mirna (Substitute)	Sr. Instruct. Asst.-SL Varies	$18.883 hr.	03/24/21
Lizotte, Daniel (Substitute)	Sr. Personnel Tech. Varies	$24.121 hr.	04/01/21-09/30/21
Lopez Hernandez, Laura (Working out of class as needed)	School Office Mgr. Unsworth	$4,080.00 mo.	02/01/21
Mendez, Catrina	Strength & Cond. Coach Downey High	$19.500 hr.	07/01/20-06/30/21
Padilla, Christine (Substitute)	Inter. Clerical Asst. Varies	$18.829 hr.	02/22/21
Ponds, Devin (Substitute)	Custodian Varies	$19.747 hr.	03/15/21
Ramirez, Samantha (Working out of class as needed)	Inter. Clerical Asst. Downey High	$4,288.00 mo.	03/29/21
Ramirez, Samantha (Working out of class as needed)	Inter. Clerical Asst. Unsworth	$4,184.00 mo.	03/29/21
Serrano, Kevin (Working out of class as needed)	Utility Worker Ward	$3,978.00 mo.	02/26/21
Tidwell, Aaron	Asst. Track Coach Warren High	Not to exceed $1,639.50	09/01/20-12/31/20

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Vasquez, Matthew (Substitute)	Custodian Varies	$19.747 hr.	03/30/21
Venegas, Martha (Substitute)	Attend./Records Clerk Varies	$20.308 hr.	03/03/21

AVID TUTOR – College & Career Readiness, $14.000 Per Hour

Montes, Briana		03/09/21-06/30/21
Ruiz, Karina		03/04/21-06/30/21

MUSIC SPECIALIST – Warren High, $13.000 Per Hour, 07/01/20-07/31/20

Barrera, Janelle
Cross, John David
Czaja, Michael
Garcia, Kimberly
Huerta Castro, Arturo
Makishima, Allen
Marin, Jonathan
Romero, Samantha
Soco, Beejell

MUSIC SPECIALIST – Warren High, $14.000 Per Hour, 03/15/21-06/30/21

Attaalla, Marina		
Garcia, Kimberly		
Makishima, Allen	Griffiths	02/11/21-05/28/21
Romero, Samantha		03/09/21-06/30/21

SCHOOL BASED THERAPIST (Substitute) - $30.773 Per Hour, 01/18/21-06/30/21

Coronado, Jennifer	03/29/21-06/30/21
Helquist, Laura	02/15/21-06/30/21
Iacovitti, Alex	
Vazquez, Gabriela	

II. CLASSIFIED

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT SUPERVISION ASSISTANT (Extra Duty) – Downey High, $14.000 Per Hour, 03/01/21-05/31/21			
Andreasen, Jack			03/15/21-05/31/21
Baldwin, Barry			03/15/21-05/31/21
Enslin, Laura			
Foley, Cynthia			03/15/21-05/31/21
Guier, Ronn			
Luevano, Regina			
Padilla, Christine			
Padilla, Claudia			
Rodriguez, Jeannette			
Ruano, Maria			
STUDENT SUPERVISION ASSISTANT (Extra Duty) – Warren High, $14.000 Per Hour, 03/23/21-06/01/21			
Leflore, Zaiid			03/01/21-06/01/21
Ortiz, Melissa			
Reyes, Justene			
Rodriguez, Ana			03/26/21-06/01/21
Vaaulu, Frances			

C. Change of Assignment

Employee	From:	To:	Effective
Alamillo Alamillo, Manuel (Working out of class in Limited-Term assignment)	Custodian Operations $3,764.00 mo. (100%)	Lead Custodian Operations $4,145.00 mo. (100%)	02/22/21-TBD
Alvarado, Veronica (Working out of class in Limited-Term assignment)	Instruct. Asst.-Nursing Adult School $3,273.00 mo. (50%)	Instruct. Asst.-Nursing Adult School $3,273.00 mo. (87.5%)	04/01/21-06/30/21

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Briffault, David (Working out of class in Limited-Term assignment)	Lead Custodian Operations $4,561.00 mo. (100%)	Custodial Svcs. Coord. Operations $5,915.00 mo. (100%)	02/22/21- TBD
Calderon Leyva, Elvira (Working out of class in Limited-Term assignment)	Sr. Accounting Tech. Financial Services $5,742.00 mo. (100%)	Financial Ops. Analyst Financial Services $6,522.00 mo. (100%)	03/01/21- TBD
Calderon, Natali (Location Transfer) (Rpl. N. Aguayo)	Attend./Records Clerk Doty $3,985.00 mo. (100%)	Attend./Records Clerk Downey High $4,080.00 mo. (100%)	03/10/21
Calderon, Veronica (Classification Change)	Library Media Tech. Stauffer $3,985.00 mo. (62.5%)	Instruct. Media Tech. Stauffer $3,985.00 mo. (62.5%)	03/17/21
Chavez, Corrine (Working out of class in Limited-Term assignment)	Food Service Asst. II Lewis $19.338 hr. 5 Hours	Food Service Supv. I Lewis $20.780 hr. 7.5 Hours	03/16/21- 04/15/21
Franco, Marisol (Working out of class in Limited-Term assignment)	Sr. Instruct. Asst.-BC Warren High $3,985.00 mo. (81.25%)	Inter. Clerical Asst. Warren High $4,288.00 mo. (100%)	04/12/21- 06/30/21
Gutierrez, Olivia (Promotion) (Rpl. L. Stenstrom)	TLC Resource Ctr. Asst. Elementary CIA $4,389.00 mo. (100%)	Payroll Technician Financial Services $4,846.00 mo. (100%)	03/15/21
Herlitz III, Raymond (Promotion) (Rpl. J. Johnston)	Skilled Trades Asst. Maintenance $4,392.00 mo. (100%)	General Maint. Wrkr. Maintenance $4,840.00 mo. (100%)	03/29/21

II. CLASSIFIED

C. Change of Assignment (cont.)

Employee	From:	To:	Effective
Mendoza, Maryanna (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. Warren High $3,794.00 mo. (100%)	Secretary Warren High $3,985.00 mo. (100%)	04/05/21- 06/30/21
Posada Garcia, Angelica (Decrease in Hours)	Instruct. Asst.-Nursing Adult School $3,613.00 mo. (50%)	Instruct. Asst.-Nursing Adult School $3,613.00 mo. (25%)	03/15/21
Rodriguez, Yolanda (Working out of class in Limited-Term assignment)	Food Service Asst. Lewis $17.994 hr. 3 Hours	Food Service Asst. II Lewis $19.338 hr. 5 Hours	03/16/21- 04/15/21
Ruano, Maria (Working out of class in Limited-Term assignment)	Inter. Clerical Asst. Downey High $3,703.00 mo. (100%)	Secretary Downey High $3,985.00 mo. (100%)	03/29/21- 06/30/21
Villalobos, Armony (Promotion) (Rpl. N. Calderon)	Sr. Instruct. Asst. Downey High $3,981.00 mo. (81.25%)	Attend./Records Clerk Doty $4,285.00 mo. (100%)	03/08/21
Williams, Christopher (Return to regular assignment)	Plant Grounds Asst. Downey High $4,392.00 mo. (100%)	Custodian Operations $4,145.00 mo. (100%)	03/15/21

II. CLASSIFIED

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Aguilar, Valeria	Registered Behavior Tech. Special Education	04/12/21- 05/28/21	AB2393-Child Bonding Leave
Flores, Danielle	Inter. Clerical Asst. Lewis	03/05/21- 03/25/21	FMLA/ CFRA
Flores, Danielle	Inter. Clerical Asst. Lewis	03/26/21- 04/30/21	AB2393-Child Bonding Leave
Flores, Milagros	Food Service Asst. II Downey High	03/04/21 05/28/21	AB2393-Child Bonding Leave
Gonzalez, Jacqueline	Secretary Warren High	04/12/21- 06/04/21	AB2393-Child Bonding Leave
Gutierrez, Erik	Sr. Instruct. Asst.-BC Alameda	03/25/21- 05/28/21	AB2393-Child Bonding Leave
Hokanson, Mark	Financial Ops. Analyst Financial Services	03/08/21- 05/28/21	AB2393-Child Bonding Leave
JG9058617	Lead Food Service Asst. Warren High	03/29/21- TBD	Paid Admin. Leave
Leduc, Richere	Food Service Asst. Unsworth	03/01/21- 05/31/21	Personal Business W/OUT PAY
Lucas, Robin	Food Service Asst. Stauffer	03/12/21- 04/16/21	Personal Business W/OUT PAY
Martin, Jessica	Secretary Downey High	03/29/21- 05/03/21	FMLA/ CFRA
NK9110605	Sr. Instruct. Asst.-BC Warren High	03/29/21- TBD	Paid Admin. Leave
Saldamando, Lauren	Sr. Instruct. Asst.-BC Price	03/26/21- 05/28/21	AB2393-Child Bonding Leave

II. CLASSIFIED

D. Leaves of Absence (cont.)

Employee	Assignment	Effective	Reason
Telles, Mike	Custodian Downey High	02/05/21- 03/22/21	FMLA/ CFRA

E. Terminations

Employee	Assignment	Effective	Reason
Casillas, Monique	Instruct. Asst.-Dental Adult School	03/05/21	Voluntary Resignation
Cuadros, Leslie	Sr. Instruct. Asst.-BC Unsworth	03/06/21	Voluntary Resignation
Gonzalez, Gaudy	Sr. Instruct. Asst.-BC Substitutes	04/02/21	Voluntary Resignation
Jimenez, Valerie	Sr. Instruct. Asst.-BC Warren High	03/20/21	Voluntary Resignation
Nuno, Wendy	School Based Therapist Special Education	03/27/21	Voluntary Resignation
Ruiz, Sandra	Sr. Instruct. Asst.-BC Stauffer	04/17/21	Voluntary Resignation
Tiscareno, Clara	Inter. Clerical Asst. Substitutes	02/24/21	Deceased
Venegas, Martha	Attend./Records Clerk Substitutes	03/13/21	Voluntary Resignation

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II. 84. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).

Supporting Documents

scan0686

DOWNEY UNIFIED SCHOOL DISTRICT
Certificated Human Resources

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda Mir, Assistant Superintendent

SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44258.7(b)

ACTION ITEM

In accordance with Education Code Section 44258.7(b), a full-time teacher with a credential in a subject other than physical education may be assigned to coach a competitive sport for one period per day.

Section 44258.7(b) of the Education Code reads as follows:

> A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

Records on file in the Certificated Human Resources office verify that appropriate coursework has been completed under this section for the coaching of a competitive sport by the following personnel with credentials in subjects other than physical education:

Downey High School

Guerrero, Raul	PE-Color Guard

Warren High School

Webb, John	PE-Water Polo/Swimming

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).

II. 85. AUTHORIZE the service of the teacher, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.

Supporting Documents

scan0687

DOWNEY UNIFIED SCHOOL DISTRICT
Certificated Human Resources

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda Mir, Assistant Superintendent

SUBJECT: TEACHERS INSTRUCTING SUBJECTS OTHER THAN THOSE NAMED AS MAJORS OR MINORS ON CREDENTIALS – ED CODE 44263

ACTION ITEM

In accordance with Education Code Section 44263, a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

Section 44263 of the Education Code reads as follows:

> A teacher licensed pursuant to the provisions of this article may be assigned, with his or her consent, to teach any single subject class in which he or she has 18 semester hours of coursework or nine semester hours of upper division or graduate coursework or a multiple subject class if he or she holds at least 60 semester hours equally distributed among the four areas of a diversified major set forth in Section 44314.
>
> A three-semester-unit variance in any of the required four areas may be allowed. The governing board of the school district by resolution shall provide specific authorization for such assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on the credentials of the following personnel:

Warren High School

Bell, Chad	Physical Education

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teacher, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.

II. 86. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(b).

Supporting Documents

scan0688

DOWNEY UNIFIED SCHOOL DISTRICT
Certificated Human Resources

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Alyda Mir, Assistant Superintendent

SUBJECT: TITLE 5 80005(B)

ACTION ITEM

In accordance with Title 5 80005(b) a teacher may be assigned to teach subjects other than those named as a major or minor on his or her credential.

That portion of Title 5 80005(b) to such assignments reads as follows:

> The holder of a teaching credential based on a baccalaureate degree and a teacher preparation program, including student teaching or the equivalent, may be assigned, with his or her consent, to teach subject-matter classes which do not fall within or are not directly related to the broad subject area(s) if the employing agency has determined the teacher has the requisite knowledge and skills. Verification of this decision must be kept on file in the office of the employing agency for purposes of the monitoring of certificated assignments pursuant to Education Code Section 44258.9(b). Such courses may include, but are not limited to, life skills, conflict management, study skills, leadership, teen skills, and study hall. Service in such assignments is limited to the grade level authorized by the teaching credential.

Records on file in the Certificated Human Resources office verify that minimum coursework has been completed under this section for the teaching of additional subjects not listed on their credentials by the following personnel:

Downey High School

Cabrera, Deann	Study Skills
Mc Clain, Danielle	AP Seminar
Sims, Andrea	ASB Seminar

Warren High School

Dussan, Liliana	Recovery Discovery

Warren High School (cont.)

Homer, Scott	Recovery Discovery
Mendez, Daniel	Recovery Discovery
Muller, Justin	Recovery Discovery
Waldron, Jay	Recovery Discovery

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(b).

II. 87. APPROVE the revised duty statement for the classification of Assistant Director, Technology & Information Systems, as attached, effective April 21, 2021.

Supporting Documents

scan0689

DOWNEY UNIFIED SCHOOL DISTRICT
Office of Classified Personnel Services / Personnel Commission

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: BethAnn Arko, Director, Classified Human Resources

SUBJECT: REVISED DUTIES – ASSISTANT DIRECTOR, TECHNOLOGY & INFORMATION SYSTEMS

ACTION ITEM

Staff met with the Chief Technology Officer to update the class description for the Assistant Director Technology and Information Systems, due the resignation of the incumbent. Staff was requested to revise the duties to the position of Assistant Director to more accurately reflect the needs of the department. A revised statement of duties is attached.

The Personnel Commission will be asked to revise the remainder of the classification description to incorporate these revised duties. The salary range seems appropriate so there will not be any adjustments to the compensation for the classification.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the revised duty statement for the classification of Assistant Director, Technology & Information Systems, as attached, effective April 21, 2021.

DOWNEY UNIFIED SCHOOL DISTRICT
PERSONNEL COMMISSION
Management

CLASS TITLE: ASSISTANT DIRECTOR, TECHNOLOGY AND INFORMATION SYSTEMS

BASIC FUNCTION:

Under the direction of the ~~Director, Technology and Information Systems~~ Chief Technology Officer , plans, recommends, organizes, coordinates and leads the technology departmental functions; serves as the lead project manager for new systems implementations,supervises, manages and motivates lower level staff assigned to the Information Technology Department; serves as technical advisor to departments, schools, educators and administrators regarding educational technology and business systems. The Assistant Director assumes responsibility for the Technology Department upon the absence of the ~~Director, Technology and Information Systems.~~ Chief Technology Officer

REPRESENTATIVE DUTIES:

Coordinates, communicates and provides information to administrators, and other employees regarding the development of standards and plans for the use of educational technology, telecommunications, multimedia services and other technology for academic, educational support and administrative purposes; interpret and explain District rules, regulations, policies and procedures related to technology. ***E***

Supervise, manage and motivate department staff by setting clear team goals, monitoring team performance and reporting on metrics. E

Identify training needs and fill those needs through workshops, online training, coaching and team building activities. E

Develop Departmental standard operating procedures related to providing support and ensure consistent application of standards by department staff. E

Plans, organizes and directs the selection, development, implementation, training and support of educational technology and administrative computer systems for the District's instructional program. ***E***

Directs the installation, support, maintenance and repair of all District computer, telecommunications and multimedia equipment used in administrative, business and educational settings. ***E***

Communicates with various District departments and personnel to answer questions and resolve issues; provides information concerning department functions; consults with department managers to develop system solutions consistent with organizational objectives. ***E***

REPRESENTATIVE DUTIES: (Continued)

Evaluates service requests and determine departmental ability to provide services internally or through outside service maintenance, meeting periodically with department and school administrators to ensure satisfaction with support. ***E***

Serves as Technology Department liaison for modernization and construction projects ensuring technology standards and goals are met. ***E***

Develops equipment and software capacity plans, upgrade, and replacement schedules. ***E***

Supervises the design, maintenance, installation, and implementation of District/school site Local Area Network (LAN)/Wide Area Network (WAN), administrative and instructional delivery systems, District electronic mail, and Internet access and applications. ***E***

Serves as a back up system administrator for all major District-wide application systems and online services; ~~evaluates, installs, troubleshoots and maintains database and web application services~~, ~~tools and utilities and peripheral applications~~; provides technical expertise to District projects ~~involving assigned databases;~~ assures effectiveness and accuracy of systems application design; recommendsmodifications to meet user needs. ***E***

Recommends hardware purchases, software acquisitions/development and the utilization of contract services. ***E***

Supervises and administers the backup of administrative, student, and educational data for disaster recovery through the development and monitoring of backup procedures. ***E***

Investigate, log, collect and preserve evidence in computer crime incidents; manage chain-of-evidence procedures; work with authorities when requested and provide data and evidence in response to subpoenas. E

Selects, trains, assigns, sets standards of performance, and evaluate assigned staff. ***E***

Prepares agenda materials, staff reports and maintain necessary records. ***E***

Perform related duties as assigned.

Note: At the end of some of the duty statements there is an italicized "E" which identifies essential duties required of the classification.

III. 1. ADOPT Resolution No. 202021-16, for Downey Unified to Determine that the Stauffer Middle School Gymnasium and Classroom Reconstruction Project is Categorically Exempt from the California Environmental Quality Act, Approve the Project, and Direct the Filing of a Notice of Exemption.

Supporting Documents

scan0690

DOWNEY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 202021-16

RESOLUTION TO DETERMINE THAT THE STAUFFER MIDDLE SCHOOL GYMNASIUM AND CLASSROOM RECONSTRUCTION PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, APPROVE THE PROJECT, AND DIRECT THE FILING OF A NOTICE OF EXEMPTION

WHEREAS, the Downey Unified School District ("District") has developed the Stauffer Middle School Gymnasium and Classroom Reconstruction Project ("Project"); and

WHEREAS, the Project is located within the existing school grounds of Stauffer Middle School, located at 11985 Old River School Road, Downey, CA 90242 ("Site"); and

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") for the Project; and

WHEREAS, the Project consists of the construction of a new one-story, 14,500 square foot gymnasium, containing play courts, restrooms, storage, a raised platform, and a green room. The gymnasium will provide indoor space that can accommodate all students for assemblies, as well as space for physical education classes and sports on rainy days. The Project will also include the demolition of 19 existing modular classroom buildings and one (1) stick-built classroom building, and the construction of a new two-story, 17,500-square foot building which will house 15 classrooms. Site improvements include limited work around the gymnasium structure and the addition of a new parking lot; and

WHEREAS, categorical exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines"); and

WHEREAS, the Class 14 Categorical Exemption set forth in CEQA Guidelines section 15314 exempts a project that consists of minor additions to existing schools within existing school grounds where the additions do not increase original student capacity by more than twenty-five percent (25%) or ten (10) classrooms, whichever is less; and

WHEREAS, there are currently 61 classrooms on the Site; and

WHEREAS, the demolition of 20 classroom buildings, construction of 15 classrooms, one (1) gymnasium building, and parking lot will result in a net decrease of four (4) classrooms on the Site, which will not increase capacity; and

WHEREAS, the Project will not increase student capacity by more than twenty-five percent (25%) or ten (10) classrooms; and

WHEREAS, CEQA Guidelines section 15300.2(c) provides that if unusual circumstances exist, an otherwise categorically exempt project would be disqualified from being exempt; and

WHEREAS, the District is unaware of any unusual circumstances or substantial evidence that a significant impact would occur that would negate the use of the Class 14 Categorical Exemption; and

WHEREAS, attached hereto as Exhibit A is the proposed Notice of Exemption for the Project.

NOW, THEREFORE, the Governing Board of Downey Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Project meets the definition of the Class 14 Categorical Exemption. (CEQA Guidelines, § 15314.)

Section 3. There is no indication of unusual circumstances that would cause a potentially significant environmental impact related to the Project.

Section 4. There is no substantial evidence that a significant environmental impact would be caused by the Project.

Section 5. The applicable requirements of CEQA have been fulfilled for the Project.

Section 6. The Board hereby separately and finally approves the Project for immediate construction.

Section 7. The Superintendent or the Superintendent's designee is authorized and directed to file the attached Notice of Exemption for the Project with the Los Angeles County Clerk within five (5) days of the adoption of this Resolution.

PASSED AND ADOPTED this 20th day of April, 2021, by the governing board of the Downey Unified School District of Los Angeles County, California, by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

ABSTENTIONS: ____

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 20th day of April, 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 Appendix

Appendix E Stauffer Middle School Gymnasium Notice of Exception

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
P.O Box 1208
Norwalk, CA 90650

From: (Public Agency): Downey Unified School District
11627 Brookshire Ave
Downey, CA 90241
(Address)

Project Title: Stauffer Middle School Gymnasium and Classroom Reconstruction Project

Project Applicant: Downey Unified School District

Project Location - Specific:

Stauffer Middle School - 11985 Old River School Road Downey, CA 90242 ("Site").

Project Location - City: Downey Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:

Demolition of 19 modular classrooms and one stick- built classroom building, and construction of a classroom building with 15 classrooms, a 14,500 square foot gymnasium, and parking lot

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: Downey Unified School District

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Class 14 Minor Addition to Schools
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The demolition of 20 classrooms and addition of 16 classrooms will result in a net decrease of four classrooms, which is less than 25% or 10 classrooms, pursuant to the Class 14 categorical exemption. See the attached resolution for additional details.

Lead Agency
Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

☐

III. 2. APPROVE the Schedule of Regular Board of Education Meetings for the 2021-22 school year.

Supporting Documents

scan0691

Downey Unified School District

DRAFT

SCHEDULE OF REGULAR BOARD OF EDUCATION MEETINGS, 2021-22

All Board meetings are scheduled to be held in the Grace E. Horney Board Room of the Gallegos Administration Center, 11627 Brookshire Avenue, Downey, commencing at 5:00 p.m., unless otherwise indicated.

Month	Date	Day	Type of Meeting
July	15	Thursday	Regular
August	3	Tuesday	Regular
September	7	Tuesday	Regular
October	5	Tuesday	Regular
November	2	Tuesday	Regular
December	14	Tuesday	Organizational
January	11	Tuesday	Regular
February	9	Wednesday	Regular
March	8	Tuesday	Regular
April	5	Tuesday	Regular
May	10	Tuesday	Regular
June	7	Tuesday	Regular (8:30 a.m.)
	21	Tuesday	Regular

DRAFT

IV. 3. REVIEW the proposed 2021-22 Course of Study for High Schools.

Supporting Documents

scan0692

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: John Harris, Director, College and Career Readiness

SUBJECT: REVIEW 2021-22 PROPOSED COURSE OF STUDY FOR HIGH SCHOOL

REVIEW ITEM

The Board of Education is requested to review the 2021-22 Proposed Course of Study for the high schools.

HIGH SCHOOL

The proposed Course of Study at the high school level in the 2021-22 school year includes recommendations from the Curriculum Committee in the areas of Interdisciplinary and Visual and Performing Arts.

1. Within the Interdisciplinary Department, add *Advanced Makeup Artistry, Computer Science Essentials, Food Science, Dietetics and Nutrition Capstone, Game Programming I, Intermediate Makeup Artistry, Machining and Forming Technologies I,* and *Welding and Materials Joining I.*

    a. *Advanced Makeup Artistry* is the second year-long course in the Makeup Artistry pathway. This course is directed at acquiring concepts based on the study of real-life forms and structure, analyses of anatomy and adaptive changes, comprehensions of remodeling characters through makeup products and prosthetics, and skills to transform character personas to storylines for the film and media industry. This course meets the University of California (f)-list visual and performing arts entrance requirements.

    b. *Computer Science Essentials* is a year-long Project Lead the Way (PLTW) course that will expose students to a diverse set of computational thinking concepts, fundamentals, and tools, allowing them to gain understanding and build confidence. Students will use visual, block-based programming and seamlessly transition to text-based programming with languages such as Python to create apps and develop websites and learn how to make computers work together to put their design into practice. This course meets the University of California (d)-list science entrance requirements.

c. *Food Science, Dietetics and Nutrition Capstone* is the second year-long course in the Food Science, Dietetics and Nutrition pathway. This course prepares students for employment in occupations in the food science and technology, dietetics, and nutrition industries. Students will develop skills to utilize dietary and food guidelines in menu planning and food preparation to meet individual's diverse dietary and nutritional needs. This course is designed to meet the University of California (g)-list elective entrance requirements.

d. *Game Programming I* is the first year-long course in a new Game Development and Simulation pathway. This course explores game development (C# programming), game design (characters, plot, writing, etc.), and game building software (Unity). Students will learn skills and techniques to produce portfolio-level projects through using industry-developed sprites and games. This course allows students to work in teams to develop games or simulations. This course is designed to meet the University of California (d)-list science entrance requirements.

e. *Intermediate Makeup Artistry* is the first year-long course in the Makeup Artistry pathway. This course introduces the fundamentals of career development in the beauty industry. Students develop a basic knowledge, appreciation, perspective, interpretation and creation of diverse forms of makeup applications, focusing on skincare and facial manipulations. The class is structured to familiarize students with the makeup industry, technical instruction, and practical operations. This course is designed to meet the University of California (g)-list elective entrance requirements.

f. *Machining and Forming Technologies I* is the first year-long course in a new Machining and Forming Technologies pathway. This course is designed as a survey of machine tool technology. Student focus is on traditional machine tool technologies. Coursework includes set-up and operation of the engine lathe, the milling machine, the drill press, and sawing and cutoff machines. This course is designed to meet the University of California (g)-list elective entrance requirements.

g. *Welding and Materials Joining I* is the first year-long course in a new Welding pathway. The course is designed to familiarize students with the history, principles, and practices of the welding industry and their relationship to our economy and society. Emphasis is placed on technical and practical applications of metal cutting, brazing and soldering, shielded metal arc, gas metal arc, flux cored arc, and gas

tungsten arc welding processes, shop and field safety practices, weld testing and welding metallurgy. This course is designed to meet the University of California (g)-list elective entrance requirements.

2. Within the Visual and Performing Arts Department, add *Mariachi.*

    a. This course is designed to assist students with developing and enhancing professional musicianship skills through the study of music composed expressly for Mariachi Ensembles. In this setting, the ability to learn an instrument with basic technical proficiency will be emphasized in preparation for a career in mariachi in real world settings. This course meets the University of California (f)-list visual and performing arts entrance requirements.

SUPERINTENDENT'S RECOMMENDATION:

REVIEW the proposed 2021-22 Course of Study for the high schools.

HIGH SCHOOL COURSE OF STUDY, 2021-22

INTERDISCIPLINARY

Course Title: *Advanced Makeup Artistry* (10 Credits)
Grade Level: 10, 11, 12
Prerequisites: Intermediate Makeup Artistry
Course Description:

In *Advanced Makeup Artistry,* the visual and performing arts subject requirements will be addressed by providing students with a depth and breadth of knowledge in the arts disciplines. With newly acquired understanding students develop appreciation, perspective, interpretation, and creation of diverse forms of art, i.e., application of makeup mediums such as latex, gelatins, plastics, and creation of aging or injury effects. This course is directed at acquiring concepts based on the study of real-life forms and structure, analyses of anatomy and adaptive changes, comprehensions of remodeling characters through makeup products, and skills to transform character personas to storylines. Students in this course will have a hands-on experience to apply fundamental use of and safe handling of prosthetic applications. They will learn to translate information into visual terms and demonstrate an understanding of ingredient technology, physiology, and history as they create characters and relate them to scripts in the film industry. Foundational content is based upon California Arts Standards for Public Schools, Kindergarten Through Grade Twelve (Arts Standards). This course meets the University of California (f)-list visual and performing arts entrance requirements.

Course Title: *Computer Science Essentials [PLTW]* (10 Credits)
Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Computer Science Essentials is a year-long course with emphasis on computational thinking and collaboration that provides an excellent entry point for students to begin or continue the PLTW Computer Science pathway. *Computer Science Essentials* will expose students to a diverse set of computational thinking concepts, fundamentals, and tools, allowing them to gain understanding and build confidence. Students will use visual, block-based programming and seamlessly transition to text-based programming with languages such as Python to create apps and develop websites and learn how to make computers work together to put their design into practice. They'll apply computational thinking practices, build their vocabulary, and collaborate just as computing professionals do to create products that address topics and problems important to them. This course meets the University of California (d)-list science entrance requirements.

Course Title: *Food Science, Dietetics, and Nutrition Capstone* (10 Credits)
Grade Level: 10, 11, 12
Prerequisites: Food Science, Dietetics and Nutrition
Course Description:

Food Science, Dietetics, and Nutrition Capstone course prepares students for employment in occupations in the food science and technology, dietetics, and nutrition industries. Instruction includes meeting nutritional and dietary needs; planning, selecting, purchasing and preparing of food to conserve nutrients; operational procedures; food safety and sanitation; using dietary and food guidelines to plan healthy diets; food preferences; data and statistics; and marketing. Students develop skills to utilize nutritional knowledge in preparing, inspecting, and serving meals to people with special counseling under the direction of a dietetic technician or professional dietitian; identifying qualities of various foods; collecting and testing food samples as directed; recording and comparing test results; purchasing and maintaining laboratory supplies and inventory. This course is designed to meet the University of California (g)-list elective entrance requirements.

Course Title: *Game Programming I* (10 Credits)
Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Game Programming I explores game development (C# programming), game design (characters, plot, writing, etc.), and game building software (Unity). Students will learn skills and techniques to produce portfolio-level projects through using industry-developed sprites and games. This course allows students to work in teams to develop games or simulations. Students will learn skills such as storyboarding, plot, flow, and using functions. Learning how to implement standard game/simulation strategy and rules of play as well as integrating mixed media appropriate to the game design/simulation will be included. Other topics include design specifications, delivery, rules of play, navigation functionality, scoring, and other special features. This course is designed to meet the University of California (d)-list science entrance requirements.

Course Title: *Intermediate Makeup Artistry* (10 Credits)
Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Intermediate Makeup Artistry in the Fashion and Interior Design Industry sector, was developed for students who are interested in the personal services. Intermediate Makeup Artistry introduces the fundamentals of career development in the beauty industry. With newly acquired understanding, students develop a basic knowledge, appreciation, perspective, interpretation and creation of diverse forms of makeup applications, focusing on skincare and facial manipulations. The class is structured to familiarize students with the makeup industry, technical instruction, and practical operations. Students learn to translate information into visual terms and demonstrate an understanding of ingredient technology. This course includes related instruction in basic chemistry, bacteriology, anatomy, and physiology in esthetics as well as health, safety, and sanitation issues. The competencies in this course outline are aligned with the California High School Academic Content Standards and the California Career Technical Education Model Curriculum Standards. This course meets the University of California (g)-list elective entrance requirements.

Course Title: *Machining and Forming Technologies I* (10 Credits)
Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Machining and Forming Technologies I provides students with concepts and experiences required for career readiness and pursuing further education in the Machining and Forming Technologies career pathway. This concentrator course leads to the capstone course in the Machining and Forming Technologies pathway's sequence of courses. This course is designed as a survey of machine tool technology. Student focus is on traditional machine tool technologies. Coursework includes set-up and operation of the engine lathe, the milling machine, the drill press, and sawing and cutoff machines. Additional topics incorporate calculation and setup of speeds and feeds, and measurements. This course is designed to meet the University of California (g)-list elective entrance requirements.

Course Title: *Welding and Materials Joining I* (10 Credits)
Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Welding and Materials Joining I is designed to familiarize students with the history, principles, and practices of the welding industry and their relationship to our economy and society. Emphasis is placed on technical and practical applications of metal cutting, brazing and soldering, shielded metal arc, gas metal arc, flux cored arc, and gas tungsten arc welding processes, shop and field safety practices, weld testing and welding metallurgy. Students learn the shop math typical to the welding industry such as the practical applications of measuring, measuring instruments, area, volume, fractions, decimals, and the metric system. Additional exploration includes the technical and practical aspects of the shielded metal arc welding (SMAW), gas metal arc welding (GMAW), and flux cored arc welding (FCAW) processes on ferrous and non-ferrous metals. This course is designed to meet the University of California (g)-list elective entrance requirements.

VISUAL & PERFORMING ARTS

Course Title: *Mariachi* (10 Credits)
Grade Level: 9, 10, 11, 12
Prerequisites: None
Course Description:

Mariachi is a course designed to assist students with developing and enhancing professional musicianship skills through the study of music composed expressly for Mariachi Ensembles. In this setting, the ability to learn an instrument with basic technical proficiency will be emphasized in preparation for a career in mariachi in real world settings. Students will encounter a wide range of "Mexico's traditional music" that will include Bolero, Ranchera, and Son. The students will demonstrate knowledge of the historical perspective of mariachi's impact on society, identify the historical and cultural milestones of mariachi, and utilize music terminology as applied to mariachi. This course meets the University of California (f)-list visual and performing arts entrance requirements.

IV. 4. APPROVE Middle School and High School Novels Proposed for Adoption.

Supporting Documents

scan0693

DOWNEY UNIFIED SCHOOL DISTRICT
Educational Services

DATE: April 20, 2021
TO: John A. Garcia, Jr., Ph.D., Superintendent
FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education
Prepared by: Rani Bertsch, Ed.D., Director, Secondary Education

SUBJECT: APPROVE MIDDLE SCHOOL AND HIGH SCHOOL NOVELS PROPOSED FOR ADOPTION

ACTION ITEM

The process of evaluating novels for use in the secondary schools has been completed for this school year by our Book Review Committee.

Representative subject matter teachers from the Book Review Committee have reviewed and recommended that the novels on the following page be added to the Approved District Textbook Catalog for 2020-2021. The materials selected are in alignment with State Content Standards as required by California Code of Regulation (CCR), Title 5, Section 953(a). Please refer to the link for the complete Approved List of Literature.

https://drive.google.com/file/d/1UVueZc3wyCqPRpE0Vg9QWJQJcM8UlRHH/view?ts=5f fe0413

In accordance with Administrative Regulation (AR) 3134.2, the books were displayed in Instructional Services of the Gallegos Administration Center from February 2, 2021 until March 2, 2021. Due to Covid-19 restrictions, appointments were made for any person wishing to view the books. Proper notification was given to the public through the medium of the local press.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the middle school and high school novels proposed for adoption for the 2020-2021 school year.

NOVELS RECOMMENDED FOR ADOPTION 2020-2021

MIDDLE SCHOOL

COURSE: **Social Studies and English 6-8**

Title of Proposed Novel	Author	Publisher
Harry Potter and the Sorcerer's Stone	*J.K. Rowling*	*Scholastic (September 1, 1998)*
That Was Then, This is Now	*S.E. Hinton*	*Puffin Books (April 1, 1998)*

HIGH SCHOOL

COURSE: **Social Studies and English 9-12**

Title of Proposed Novel/Play	Author	Publisher
Counting Descent	*Clint Smith*	*Write Bloody Publisher*
Harry Potter and the Sorcerer's Stone	*J.K. Rowling*	*Scholastic (September 1, 1998)*
Rumors	*Neil Simon*	*Samuel French, Inc.*
That Was Then, This is Now	*S. E. Hinton*	*Puffin Books (April 1, 1998)*