BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA
June 1, 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.



Special Board of Education Meeting

June 1, 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:

 $\underline{https://dusd-net.zoom.us/j/82686318971?pwd=MENpdGlyWE04ZGt6dmEwQ1dVRDBMUT09}$

Passcode: 540769

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

Webinar ID: 826 8631 8971

Passcode: 540769

Public Comment:

Persons who want to comment on agendized items only are invited to submit comments via email to publiccomment0601@dusd.net by Tuesday, June 1, 2021, at 3:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).



AGENDA

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In compliance with the American Disabilities Act, those requiring special assistance to access the Board Meeting, 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, June 1, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America to be led by Mrs. Giovanna Perez-Saab, Member of the Board of Education.

3. INVOCATION

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

4. ROLL CALL

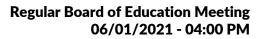
D. Mark Morris
Barbara R. Samperi
Martha E. Sodetani
Giovanna Perez-Saab
Jose J. Rodriguez
Linda Salomon Saldaña
Nancy A. Swenson
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II.

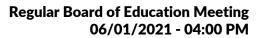
	2021.	
6.	APPROVE Official Minutes of the Regular Board of Education Meeting held May 11, 2021 and the Special Board of Education Meeting held May 18, 2021, as submitted or with necessary corrections.	13
7.	RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.	
8.	HEAR Oral Communications from Members of the Board of Education and Superintendent.	
9.	HEAR Public on items not appearing on the Agenda.	
CC	ONSENT AGENDA	
1.	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.	34
2.	RATIFY Compromise and Release Agreement for Office of Administration Hearing Case No. 2021010315.	
3.	RATIFY Compromise and Release Settlement Agreement for Office of Administration Hearing Case No. 2021030902.	
4.	AUTHORIZE the Payroll Department to withhold sums for the 2021-22 fiscal year, without charge, from pay warrants of both certificated and classified personnel when directed to do so by the employee on a revocable form provided for that purpose in accordance with Education Code Section 45060.	36
5.	AUTHORIZE the Los Angeles County Office of Education to make the appropriate transfers necessary at the close of the 2020-21 school year to permit payment of obligations the District incurred during such school year in accordance with the provisions of Section 42601 of the Education Code.	40
6.	APPROVE District memberships for the 2021-22 fiscal year.	43
7.	APPROVE Adult School memberships for the 2021-22 fiscal year.	47
8.	APPROVE SELPA memberships for the 2021-22 fiscal year.	49
9.	RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from April 29, 2021 through May 17, 2021.	Γ4
	LVL1. W	51

5. ADOPT Agenda #25 for the Regular Meeting of the Board of Education held on June 1,



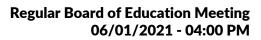


10.	RATIFY and/or APPROVE per Board Policy 6362 the purhcase orders prepared by the Purchasing Department for the 2021-22 fiscal year from April 29, 2021 through May 17,	
	2021. 🕖	53
11.	APPROVE amendment of Service Agreement 202021-71 with Health Management Associates Inc., to extend ending dates of service from May 31, 2021 until June 30, 2021.	55
12.	RATIFY Service Agreement No. 202021-332 with Haynes Family of Programs - STAR Academy to provide compensatory supplemental academic services for DUSD student from April 14, 2021 through December 31, 2021.	57
13.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-336 with Jolt Electric, Inc., Rancho Cucamonga, to provide 120/208 volt circuits for new UPS systems inside MDFs at each District school site, in the amount of \$58,955.00, to be charged to Special Resource/Technology Funds. (under separate cover)	
14.	RATIFY Service Agreement No. 202021-340 with Haynes Family of Programs - STAR Academy to provide compensatory supplemental academic services for DUSD student from April 26, 2021 through March 31, 2022.	62
15.	RATIFY Service Agreement No. 202021-343 with Fireworks & Stage FX America to provide firework displays for 2020 graduates at the Downey and Warren High School stadiums on May 28, 2021.	67
16.	RATIFY Service Agreement No. 202021-344 with Fireworks & Stage FX America to provide firework displays for 2021 graduates at the Warren High School stadium on May 23, 2021 and at the Downey High School stadium on May 19, 2021.	72
17.	RATIFY Service Agreement No. 202021-345 with Haynes Family of Programs - STAR Academy to provide supplemental academic and educational counseling services for DUSD student from April 28, 2021 through June 30, 2022.	77
18.	RATIFY Independent Consultant Services Agreement No. 202021-346 with Paola Leguizamon for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.	82
19.	RATIFY Independent Consultant Services Agreement No. 202021-347 with Diana Gonzalez for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.	88
20.	RATIFY Independent Consultant Services Agreement No. 202021-348 with Brianna Galvan for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.	94
21.	RATIFY Independent Consultant Services Agreement No. 202021-349 with Lizette Avila	



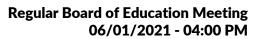


	for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.	100
22.	RATIFY Independent Consultant Services Agreement No. 202021-350 with Michelle Flores for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.	106
23.	RATIFY Independent Consultant Services Agreement No. 202021-351 with Jasmin Sedbia Ayala for School Based Mental Health Services from August 31, 2020 through May 28, 2021.	112
24.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-352 with Murals for Schools, Inc., Huntington Beach, to paint an interior mural in the gymnasium at Warren High School, in the amount of \$16,475.00, to be charged to Unrestricted School Site Funds. (under separate cover)	
25.	RATIFY Agreement No. 202021-353 with Cold Box, Inc. for the month-to-month rental of four 20' refrigerated storage containers for the Food Services Department from May 1, 2021 through December 31, 2021.	118
26.	RATIFY Service Agreement No. 202021-354 with Southeast Los Angeles County Workforce Development to provide workforce development services for the MADE program from May 1, 2021 through June 30, 2022.	123
27.	RATIFY Service Agreement No. 202021-355 with Radco Ice LLC dba Kona Ice of Montebello to provide shaved ice drinks to District staff at all schools and offices in honor of Staff Appreciation Week from May 10, 2021 through May 24, 2021.	129
28.	RATIFY Service Agreement No. 202021-356 with Mariachi Zapopan for live music for Columbus High School commencement ceremony on May 25, 2021.	134
29.	RATIFY Agreement for Construction Services (Small Projects) No. 202021-357 with Montgomery Hardware, Rancho Cucamonga, to furnish and install doors at Gallatin Elementary School, in the amount of \$27,215.23, to be charged to Restricted Maintenance Funds. (under separate cover)	
30.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-358 with 3D Concrete, Downey, to perform concrete walkway repairs at Old River Elementary School, in the amount of \$13,165.00, to be charged to Deferred Maintenance Funds. (under separate cover)	
31.	RATIFY Service Agreement No. 202021-360 with Auntie M Creative Consultant, Inc. for sound system support services for the 2020 and 2021 graduations at Downey and Warren High Schools on May 25, 2021 through May 28, 2021.	139
32.	RATIFY Agreement No. 202021-362 with Straight A, Inc. to provide YouTube graduation streams for 12 ceremonies at District Middle and High Schools from May 25, 2021	



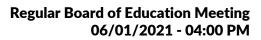


	through May 28, 2021. Ø	144
33.	RATIFY Agreement No. 202021-363 with Opinion Interactive LLC, dba Spotlight to provide semiannual production and delivery of College and Career Readiness Guides from May 14, 2021 through May 14, 2025.	149
34.	APPROVE Agreement for Construction Services (Small Projects) No. 202021-365 with Inkhead Design & Prints, Paramount, to furnish and install a new gymnasium window decal at Griffiths Middle School, in the amount of \$4,705.09, to be charged to Measure O Bond Funds. (under separate cover)	
35.	RATIFY Agreement No. 202021-366 with Diverse Network Associates, Inc. dba CatapultK12 to provide and use WeTip Services website for a Pilot Program from May 1, 2021 through July 31, 2021.	158
36.	APPROVE Service Agreement No. 202122-01 with Bayha Group to implement MADE Ready virtual internship program from July 1, 2021 through August 31, 2021.	162
37.	APPROVE Service Agreement No. 202122-02 with 2 Degree Shift to implement Advanced Manufacturing and Welding pathways program from July 1, 2021 through December 31, 2021.	174
38.	APPROVE Service Agreement No. 202122-03 with 2 Degree Shift to implement Open-Source Downey program from July 1, 2021 through December 31, 2021.	183
39.	APPROVE Service Agreement No. 202122-04 with Elizabeth Gallardo for 35 hours of Speech and Language services for DUSD student from July 1, 2021 through December 1, 2021.	193
40.	APPROVE Service Agreement No. 202122-07 with Haynes Family of Programs - STAR Academy to provide Academic Tutoring services for DUSD student from July 1, 2021 through December 31, 2021.	198
41.	APPROVE Agreement No. 202122-15 with NatureBridge for an Environmental Science Program for Downey High School students at Yosemite National Park from January 17, 2022 through January 21, 2022.	203
42.	APPROVE Service Agreement No. 202122-17 with Carrot Group, Inc. to design, launch, and operate eSports tournament for Downey Unified District High Schools from July 1, 2021 through June 30, 2022.	210
43.	APPROVE Service Agreement No. 202122-18 with OverDrive, Inc. to provide access to Sora Service for multiple school locations throughout the District from July 1, 2021 through June 30, 2022.	217
44.	APPROVE Service Agreement No. 202122-19 with Bayha Group to provide grant	



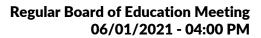


	compliance services related to Career Technology Education programs from July 1, 2021 through June 30, 2022.	223
45.	APPROVE Agreement No. 202122-20 with Colbi Technologies to provide Account-Ability and Colbi Docs Software Services to the Facilities Planning & Development Department from June 14, 2021 through June 13, 2026.	233
46.	APPROVE Agreement No. 202122-21 with Remind to provide school related voice calls and messaging services to students from July 1, 2021 through June 30, 2022.	240
47.	APPROVE Agreement No. 202122-22 with Sullivan Media, Inc. to provide and maintain advertising space for District advertisements in the Stonewood Center Mall from July 1, 2021 through June 28, 2023.	244
48.	APPROVE Agreement No. 202122-23 with Project Lead The Way to provide PLTW curriculum materials and software from July 1, 2021 through June 30, 2022.	247
49.	APPROVE Agreement No. 202122-24 with Amtech Elevator Services to conduct routine inspection and maintenance of all DUSD elevators from July 1, 2021 through June 30, 2022.	256
50.	APPROVE Agreement No. 202122-26 with Instructure to provide the Canvas Cloud Subscription service from July 1, 2021 through June 30, 2024.	265
51.	APPROVE Amendment No. 1 to the Agreement for Architectural Services with Rachlin Partners for the Stauffer Middle School 2-Story Classroom Building Project.	273
52.	APPROVE Agreement for Architectural Services with SGH Architects, Inc. to provide services related to the Columbus Site Plan Project. (under separate cover)	
53.	APPROVE Agreement for Architectural Services with SGH Architects, Inc. to provide services related to the Columbus High School Welding Program. (under separate cover)	
54.	APPROVE Los Angeles County Office of Education Contract #C-21159:21:22 for Consultant Services Related to the California Schools Storm Water Compliance Group, effective July 1, 2021 through June 30, 2022.	278
55.	ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140415-1 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of \$200,000.00, with no guarantee that this amount will be met or exceeded, for use by the Downey Unified School District on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.	290
56.	AUTHORIZE the advertisement for Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to be charged to Measure O Bond Funds.	292
57.	AWARD Bid #20/21-05, Asphalt Replacement Work at Lewis, Price and Rio San Gabriel	





	Elementary Schools, and Columbus and Warren High Schools, to Century Paving, Inc., La Mirada, in the amount of \$153,000.00 (Price Elementary School and Warren High School), and JB Bostick Company, Inc., Anaheim, in the amount of \$319,850.00 (Lewis and Rio San Gabriel Elementary Schools and Warren High School), to be charged to the Deferred	
	Maintenance Fund.	294
58.	RATIFY the purchase of classroom and office furniture for the Doty 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 \$234,513.29, to be charged to the Measure O Bond Fund.	296
59.	APPROVE the extension of Bid #18/19-01, Purchase and Distribution of Dry, Refrigerated and Frozen Food Items for the Food Services Department with Gold Star Foods, Ontario, in the estimated annual amount of \$5.1 million, to be charged to the Food Services Fund.	298
60.	APPROVE Change Order #1 to Purchase Order #PO1-21*157 for uniform rental services at the request of the MOT Services Department with Prudential Overall Supply, Commerce, in the increased amount of \$10,000.000, to be charged to Unrestricted Maintenance Funds.	300
61.	APPROVE Change Order #1 to Purchase Order #PO2W-21*218 for legal services at the request of the Business Services Department with Dannis Woliver Kelley (DWK), Long Beach, in the increased amount of \$35,000.00, to be charged to the General Fund.	302
62.	APPROVE Change Order #1 to Purchase Order #PO2W-21*1590 for portable freezer rentals at the request of the Food Services Department with Cold Box, Inc., Oakland, in the increased amount of \$2,992.00, to be charged to the Food Services Fund.	304
63.	APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-251 (Purchase Order #PO2W-21*1132) for vault cover repairs at Old River Elementary School with 3D Concrete, Downey, in the increased amount of \$4,400.00, to be charged to Deferred Maintenance Funds.	306
64.	ACCEPT as complete Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, with AID Builders, Inc., Los Angeles, in the final amount of \$1,354,799.51, to be charged to the Food Services Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	308
65.	ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-110 for hazardous materials monitoring services for painting work at Old River, Rio Hondo and Rio San Gabriel Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$15,000.00, 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.	310
66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-137, Fire Sprinkler System Upgrades at Lewis Elementary School and Downey and Warren High Schools, with Brennan Estimating Services, Inc., Santa Fe Springs, in the final amount of \$46,730.00, 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.	312
67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-168, HVAC Installation in S-Building Copy Room at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$13,800.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.	314
68. ACCEPT as complete 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 final amount of \$705,960.50, 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.	316
69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-257 for paving repairs to the north parking lot at Downey High School, with Century Paving, Inc., La Mirada, in the final amount of \$24,745.00, 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.	318
70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-301, exterior painting of buildings at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$12,750.00, 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.	320
71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-309 to perform water main leak detection and repair services with Pro-Craft Construction, Inc., Redlands, in the final amount of \$20,790.00, 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.	322
72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-	



	321, to furnish and install a swing gate at Stauffer Middle School, and a panel, slide gate and diamond black vinyl at Price Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$8,725.00, 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.	324
7	3. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-337, exterior painting of north side of cafeteria building at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$4,985.00, 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.	326
7	4. APPROVE the June 2021 budget transfers and adjustments for the 2020-21 fiscal year.	328
7	5. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	368
7	6. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.	391
III.	GENERAL ADMINISTRATIVE SERVICES	
	 ADOPT Resolution No. 202021-18 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Stauffer Middle School. 	393
	2. ADOPT Resolution No. 202021-19 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Doty Middle School.	398
	3. ADOPT Resolution No. 202021-20 for Downey Unified to approve the use of pupil grant eligibility for the Doty Middle School classroom project.	403
	 DECLARE a Public Hearing to hear public response to the Education Protection Account Resolution No. 202021-21. a. Open the Hearing 	
	b. Close the Hearing	
	5. ADOPT Resolution No. 202021-21 regarding the Education Protection Account.	409
	6. ADOPT Resolution No. 202021-22, Temporary Interfund Cash Transfers for 2021-22.	413
	7. REVIEW proposed revisions to Administrative Regulation 2630, Wellness. 🖉	415



IV. SPECIAL ADMINISTRATIVE - Instruction

- HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services.
- 2. APPROVE the renaming and reopening of Lynn L. Pace Elementary School to Lynn L. Pace Education Center effective July 1, 2021.
- 3. REVIEW the proposed revision to Administrative Regulation 3126, Graduation.
 424
 4. RECEIVE the report for the Local Performance Indicator Results for the 2020-21 school year.
 5. ADOPT the Expanded Learning Opportunities Grant Plan for the 2021-22 school year.

V. SPECIAL ADMINISTRATIVE - Business

- 1. DISCUSS the Draft Local Control Accountability Plan (LCAP) for the 2021-22 school year.
- 2. DECLARE a Public Hearing to hear public response to the Draft Local Control Accountability Plan (LCAP) for 2021-2022.
 - a. Open the Hearing
 - b. Close the Hearing
- 3. HEAR a presentation from Christina Aragon, Associate Superintendent, on the 2021-22 Budget and Local Control Funding Formula.
- 4. DECLARE a Public Hearing on the Budget for the 2021-22 fiscal year in accordance with Education Code Section 42103.
 - a. Open the Hearing
 - b. Close the Hearing

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 15, 2021, at 8:30 a.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VIII. CLOSED SESSION

Retire into Closed Session to discuss:

- a. Potential Litigation
- b. Public Employment Certificated Administration/Classified Management



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

IX. ADJOURNMENT

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

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

Any open session item writings or documents on this agenda that are public records 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 May 11, 2021 and the Special Board of Education Meeting held May 18, 2021, as submitted or with necessary corrections.

Supporting Documents



BdMinutes5-11



BdMinute5-18



Regular Board of Education Meeting 05/11/2021 04:00 PM

Downey Unified School District Meeting held Virtually - Electronically or Telephonically

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https://dusd-net.zoom.us/j/89634580424?pwd=UWNJWXhQOFFCc3NuUUNraVFhUy9Qdz09

Passcode: 268044

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 896 3458 0424 Passcode: 268044

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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, May 18, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America was led by Mrs. Barbara R. Samperi, Vice President of the Board of Education.

3. INVOCATION

Invocation was delivered by Ms. Nancy A. Swenson, 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 #23 for the Regular Meeting of the Board of Education held on May 11, 2021.

Motion made by: Martha Sodetani
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

6. APPROVE Official Minutes of the Regular Board of Education Meeting held April 20, 2021, as submitted or with necessary corrections.

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

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

There was no correspondence to be received.

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

Mr. Rodriguez congratulated Downey and Warren High Schools for being named one of the Best High School by US News and World Report. He thanked Kiwanis for their invitation to their Scholarship Night and congratulated students and teachers who received scholarships and awards. Mr. Rodriguez had the opportunity to tour Carpenter, Doty and Warren last week. He enjoyed seeing the Dual Immersion program. Mr. Rodriguez had the pleasure of

attending the ACSA Region XIV celebration where Dr. Garcia was recognized as Superintendent of the Year and Blanca Rochin was recognized as Adult Education Administrator of the Year.

Mrs. Saldaña announced that it is time to register for summer school and Advanced Placement testing is coming up. She reported that all three of her kids have signed up for summer school. Mrs. Saldaña also had the opportunity to attend the Kiwanis Scholarship Night, which was very nice. She noted that she has to leave the meeting at 6:30 for her son's sacrament of confirmation.

Mrs. Perez-Saab stated that she is happy that we are recognizing and appreciating staff this month and is looking forward to the early learning program that will start in the fall. Mrs. Perez-Saab expressed her appreciation for the Human Relations Council update at the last meeting. She congratulated Downey High School Basketball Coach Lonnie Shelton for his 500th win . Mrs. Perez-Saab enjoyed visiting a few schools, noting that the parents and staff have been doing an amazing job. She attended the Cerritos College/K-12 Partners in Education Meeting and is looking forward to more students participating in the Dual Learning program.

Ms. Swenson congratuled Dr. Garcia and Blanca Rochin for their recent recognition from ACSA and noted that it was well-deserved. She recognized Liz Vega, Heidi Warhurst and Justin Muller for being selected as the teachers of the year from Kiwanis. Ms. Swenson also congratulated Jennifer Lara as the Femineer Teacher of the Year as well as Griffiths and Stauffer Middle Schools for their School to Watch redesignation. She noted that she is very proud of Downey and Warren High Schools for being recognized by US News as one of the best high schools across the nation and noted that part of their qualification was based on graduation rates and college and career readiness. Ms. Swenson thanked the Food Service Department for serving over 100,000 meals last month.

Mrs. Sodetani reported that she is happy our students had the opportunity to return in person for the last part of this school year for those that chose it and noted that it seems to be going along well. She had the pleasure of attending the Cerritos College/K-12 Partners in Education Meeting along with DUSD Board Members and Board Members from other feeder districts. Mrs. Sodetani noted that they were brought up to date on the many opportunities that Cerritos College will be offering our students, including the option to take advantage of college credit earned while attending high school.

Mrs. Samperi enjoyed visiting Sussman Middle School and seeing all the construction. She thanked the community for over \$5,000 in donations on tonight's agenda. Mrs. Samperi congratulated Downey High School Basketball Coach Shelton for reaching 500 wins in his career and noted that the players and students had a special recognition for him, which was very touching.

Mr. Morris expressed his gratitude to staff for the successful refunding of Bond money as well as the issuance on new Bonds, adding that as a result of our excellent credit rating, the refunding will save the District taxpayers \$1.4 million over the next ten year. He recognized John Harris and the work done for our eSports program and announced that Downey High School will be playing Compton High School for the championship, which will be livestreamed. Mr. Morris thanked Downey Kiwanis for the great scholarship program honoring students at our three high schools. He congratulated Dr. Garcia and Blanca Rochin for their recent recognition from ACSA and reported that the Cerritos College Meeting was very enlightening.

Dr. Garcia thanked the Board Members for their congratulations and for attending the ceremony, noting it was nice that his parents moved back to the area and were able to attend as well. He reported that this Thursday is our eSports Championship match which will be very exciting. Dr. Garcia thanked Christina Aragon for her work in the Bond issuance and

refunding. He noted that he had the pleasure of playing for Downey High School Basketball Coach Shelton his sophomore year when he attended Downey High. Dr. Garcia added that he was a young coach and could tell that he would be a great coach. He thanked Ashley Greaney for working with our videographers in the filming of our four middle schools which look absolutely amazing. Dr. Garcia thanked the community for passing our Bond Measure O that has allowed us to do all this work at our schools.

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

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

II. CONSENT AGENDA

Motion made by: 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

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through April 2021.
- RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described here in, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- 3. RATIFY Second Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-23 with Frostig Center from July 1, 2020 to June 30, 2021.
- 4. RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-32 with Hillside Residential Treatment from March 1, 2021 to June 30, 2021.
- RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-517 with Spectrum Center to add an additional adult assistant as part of the IEP from July 1, 2020 through June 30, 2021.
- 6. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from April 6, 2021 through April 28, 2021.
- 7. 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 March 2021, covered by Payroll Orders issued through April 2021.
- 8. RATIFY the following B Warrants for Downey Unified School District, falling between warrant numbers 20176662 and 20184771 in the BEST Financial Advantage System, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning April 1, 2021 and ending April 30, 2021.

- 9. APPROVE listed school personnel from Downey and Warren High Schools as CIF league representatives for the 2021-22 school year.
- 10. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first, second, and third quarters of the 2020-21 school year.
- APPROVE Ed Tech JPA Purchase Agreement with Instructure, Inc. for the purchase of Mastery Connect K-12 Assessment and Curriculum Tools from July 1, 2021 through June 30, 2022.
- 12. RATIFY California Student Data Privacy Agreement with Omega Labs, Inc. dba/Boom Learning, to provide access to Boom Cards instruction material mini apps.
- 13. APPROVE First Amendment to Service Agreement No. 202021-112 with New Mediscan II dba Cross Country Staffing, Inc. to provide healthcare support for Special Education students from August 12, 2020 through June 30, 2021.
- RATIFY Second Amendment to Service Agreement No. 202021-203 with First Steps for Kids by extending agreement end date from April 1, 2021 to May 28, 2021.
- 15. APPROVE First Amendment to Service Agreement No. 202021-215 with Total Clean to provide service and repairs to District pressure washers from November 30, 2020 through June 30, 2021.
- 16. RATIFY First Amendment to Service Agreement No. 202021-268 with Olive Crest by extending agreement end date from April 1, 2021 to June 18, 2021.
- APPROVE First Amendment to Service Agreement No. 202021-294 with Rob Wiltsey Creative Partners, LLC to provide video production services highlighting construction services at DUSD middle schools from March 9, 2021 through June 30, 2021.
- 18. APPROVE Service Agreement No. 202021-317 with Focused Schools, LLC to provide a bank of 16 service days of services to include Professional Development, Leadership Training, Coaching, etc. for district staff, from April 21, 2021 through July 31, 2021.
- 19. RATIFY Service Agreement No. 202021-330 with Hathaway-Sycamores Child & Family Services to provide ESS Services for district student from May 1, 2021 through August 30, 2021.
- 20. APPROVE Service Agreement No. 202021-333 with Pacific Floor Company to provide gym floor re-coating services at Downey High School and the Downey Adult School from May 11, 2021 through June 30, 2021.
- 21. RATIFY Service Agreement No. 202021-334 with Sports Facilities Group, Inc. to remove old backboards and install new glass backboards and rims in the gymnasium at Warren High School from April 15, 2021 through June 15, 2021.
- 22. RATIFY Service Agreement No. 202021-335 with Will Greer's Theatricum Botanicum to provide a Living History Performance (virtual) of Queen Elizabeth and William Shakespeare on April 28, 2021.
- 23. RATIFY Agreement for Construction Services (Small Projects) No. 202021-337 with M&R Painting and Decorating, Inc., Rowland Heights, to paint the north side of the Harriett Paine Event Center at Columbus High School/Downey Adult School, in the amount of \$4,985.00, to be charged to Restricted Maintenance Funds. (under separate cover)

- 24. APPROVE Agreement for Construction Services (Small Projects) No. 202021-338 with V&E Tree Service, Inc., Orange, to provide tree trimming services at Gallatin Elementary School, in the amount of \$12,400.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 25. APPROVE Agreement for Construction Services (Small Projects) No. 202021-339 with Universal Metro, Inc., Santa Fe Springs, to furnish and install carpeting in Buildings DCC-A, DCC-B, and TTC at the Gallegos Administration Center, in the amount of \$7,677.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 26. RATIFY Agreement for Independent Consultant Services No. 202021-341 with Matthew Upton to serve as a presenter/lecturer for Professional Growth Saturday make-up workshop on April 24, 2021.
- 27. RATIFY Agreement for Construction Services (Small Projects) No. 202021-342 with Erickson-Hall Construction Company, Escondido, to repair and reroute an overhead water line in the N-Building kitchen area at Griffiths Middle School, in the amount of \$16,479.03, to be charged to Deferred Maintenance Funds. (under separate cover)
- 28. APPROVE Agreement No. 202122-05 with Meltwater News US, Inc. to provide social media monitoring services for the Downey Unified School District, from July 1, 2021 through June 30, 2022.
- 29. APPROVE Service Agreement No. 202122-06 with Addiction Treatment Technologies, LLC, dba Care Solace, to provide a web-based navigation system to assist District students and parents locate mental health treatment providers from July 1, 2021 through June 30, 2024.
- 30. APPROVE Agreement No. 202122-08 with Eureka, The California Career Information System, to provide access to a career information software program for District middle and high schools from July 1, 2021 through June 30, 2022.
- 31. APPROVE Service Agreement No. 202122-09 with Bloom Software, dba Thrively, to provide a District-wide license for the use of a subscription to Thrively Pro software program for the AVID Program from August 1, 2021 through June 30, 2022.
- 32. APPROVE Service Agreement No. 202122-10 with the University of California, Transcript Evaluation Service, to provide access to the UC web services for the transfer of student records and related student information from July 1, 2021 through June 30, 2022.
- 33. APPROVE Service Agreement No. 202122-11 with Certification & Career Pathways Readiness Group (2CPR) to provide technical assistance and professional development for the Career Technical Education pathways from July 1, 2021 through June 30, 2022.
- 34. APPROVE Agreement No. 202122-12 with Apex Learning, Inc. to provide Apex Learning Curriculum courses for students and related professional services for District staff from June 4, 2021 through June 30, 2022.
- 35. APPROVE Agreement No. 202122-13 with Dannis Woliver Kelley, Attorneys at Law, to provide professional legal services on District matters on an as-needed basis from July 1, 2021 through June 30, 2022.
- APPROVE Agreement No. 202122-14 with LWP Claims Solutions, Inc. to provide Workers' Compensation claims administration and adjustment services from July 1, 2021 through June 30, 2024.
- 37. APPROVE Los Angeles County Office of Education Contract #C-20849:21:22 for Positive Behavior Interventions and Support Consulting and Training Services from July 1, 2021

- through June 30, 2022.
- 38. RATIFY Memorandum of Understanding with Operation Jump Start (Downey Cares Collaborative) to pilot a mentoring program for students and volunteer mentors in the Downey community from February 22, 2021 through February 21, 2022.
- 39. AUTHORIZE the advertisement for Bid #21/22-02 for the purchase of Dairy Products for the Food Services Department, to be charged to the Food Services Fund.
- 40. AUTHORIZE the advertisement for Bid #21/22-03 for the Purchase of Produce Products for the Food Services Department, to be charged to the Food Services Fund.
- 41. ACCEPT and APPROVE the use of the San Bernardino County Superintendent of Schools Bid #19/20-1273, Furniture: Systems and Stand Alone, with Lakeshore Learning Materials, Carson, in the anticipated amount of \$80,000.00, with no guarantee that this amount will be met or exceeded, to purchase preschool classroom furniture on an as-needed basis with the same advantages, terms and conditions.
- 42. APPROVE Change Order #1 to Purchase Order #PO2W-21*167 for ACA employee tracking/reporting services at the request of the Business Services Department with American Fidelity Administrative Services, LLC, Oklahoma City, Oklahoma, in the increased amount of \$6,000.00, to be charged to Unrestricted General Funds.
- 43. APPROVE Change Order #2 to Purchase Order #PO2W-21*1379 for the installation of a District-supplied bottle filling station at Sussman Middle School at the request of the Facilities Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$1,445.00, to be charged to Restricted Maintenance Funds.
- 44. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-169 for hazardous materials monitoring services for painting work at Carpenter, Gallatin, and Unsworth Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$14,490.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 45. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-208 for roof repairs at Rio Hondo Elementary School, with FC & Sons Roofing Company, Bell Gardens, in the final amount of \$13,010.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 46. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-236 for hazardous materials monitoring services for painting work at Williams Elementary School with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$4,840.00, to be charged to Deferred Maintenance funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 47. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-272 for hazardous materials removal monitoring services at Downey High School with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$1,385.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

- 48. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-275, Installation of flat screen monitors in innovation labs with Jolt Electric, Inc., Rancho Cucamonga, in the final amount of \$5,825.00, to be charged to Special Resource/Technology Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 49. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-276 for hazardous materials monitoring services for painting work at Ward and Pace Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$9,255.00, 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.
- 50. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-300 for inspection and remediation services at Downey High School with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$3,050.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 51. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-310 for remediation services at Downey High School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$14,600.00, 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.
- 52. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-313 for repairs to a walk-in freezer at Rio San Gabriel Elementary School with B & B Service, Temple City, in the final amount of \$10,635.00, to be charged to Food Service Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 53. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-322 for repairs to portable classroom building roofs at Warren High School with R&R Roofing and Waterproofing, Inc., Lake Elsinore, in the final amount of \$20,840.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 54. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-327, to design and hand-paint a CHARACTER COUNTS! mural on the north-facing wall of the Harriett Payne Event Center at Columbus High School/Downey Adult School, with Big City Signs, Inc., Murrieta, in the final amount of \$4,322.00, to be charged to School Site Funds and Adult School 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.
- 55. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.
- 56. RATIFY the establishment of one nw position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language, assigned to the DHH Program,

- six hours per day, ten months per year, at range 115, \$3,273 \$3,985 per month, effective October 26, 2020.
- 57. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to the DHH Program, six hours per day, ten months per year, at range 105, \$3,119 \$3,981 per month, effective December 2, 2020.
- 58. RATIFY the establishment of one new position with duties corresponding to the current classification of Instructional Assistant-Massage Therapy, assigned to Downey Adult School, four and three-quarter hours per day, eleven months per year, at range 95, \$2,974 \$3,613 per month, effective February 18, 2021.
- 59. RATIFY the establishment of one new position with duties corresponding to the current classification of Communications Specialist, assigned to the Office of the Superintendent, eight hours per day, twelve months per year, at range 200, \$4,959 \$6,029 per month, effective February 22, 2021.
- 60. RATIFY the establishment of 83 Student Supervision Assistant positions, effective March 26, 2021.
- 61. RATIFY the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged, assigned to Ward Elementary School, six hours per day, ten months per year, at range 115, \$3,273 \$3,985 per month, effective March 29, 2021.
- 62. RATIFY the establishment of one new limited-term position with duties corresponding to the current classification of Senior Personnel Technician, assigned to Certificated Human Resources, eight hours per month, effective March 29, 2021 through September 30, 2021.
- 63. RATIFY the establishment of one new position with duties corresponding to the current classification of Facilities Construction Coordinator, assigned to the Facilities Planning & Development Department, eight hours per day, twelve months per year, at range 120, \$6,365 \$7,739 per month, effective April 13, 2021.
- 64. APPROVE the establishment of 13 Instructional Media Technician positions, effective May 12, 2021.
- 65. APPROVE the establishment of one new position with duties corresponding to the current classification of Maintenance Electronics Technician, assigned to the Technology Department, eight hours per day, twelve months per year, at range 195, \$4,957 \$6,024 per month, effective July 1, 2021.
- 66. APPROVE the duties of the Early Learning Assistant as attached, effective May 12, 2021.
- 67. APPROVE the duties of the Early Learning Instructor as attached, effective May 12, 2021.

III. GENERAL ADMINISTRATIVE SERVICES

1. ADOPT Resolution No. 202021-17, in recognition of Downey Unified Staff Appreciation Weeks, May 10 through May 28, 2021.

Motion made by: Nancy Swenson
Motion seconded by: Giovanna Perez-Saab
Voting:
D. Mark Morris - Yes
Barbara Samperi - Yes

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

IV. SPECIAL ADMINISTRATIVE - Instruction

1. APPROVE the proposed 2021-22 Course of Study for the high schools.

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. APPROVE Downey Adult School Career and Education Center to change the mode of delivery for existing programs from 100% Traditional to Traditional and Hybrid.

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

3. ESTABLISH assignments for participation in the Class of 2021 and Class of 2020 graduation ceremonies and the Class of 2021 promotion ceremonies.

<u>Columbus High School Class of 2020 and 2021</u> - Mr. Morris, Mrs. Samperi, Mrs. Sodetani, Mrs. Perez-Saab, Mr. Rodriguez, Mrs. Saldaña, and Ms. Swenson

<u>Downey High School Class of 2021 Group A</u> - Mr. Morris, Mrs. Sodetani, Mr. Rodriguez, and Mrs. Saldaña

 $\underline{\text{Downey High School Class of 2021 Group B}} \text{ - Mrs. Samperi, Mrs. Perez-Saab, and Ms. Swenson}$

Downey High School Class of 2020 - Mr. Morris, Mrs. Sodetani, and Mrs. Perez-Saab

Warren High School Class of 2021 Group A - Mrs. Samperi, Mrs. Perez-Saab, and Ms. Swenson

<u>Warren High School Class of 2021 Group B</u> - Mrs. Sodetani, Mr. Rodriguez, and Mrs. Saldaña

 $\frac{Warren\ High\ School\ Class\ of\ 2020}{Swenson}\ -\ Mrs.\ Samperi,\ Mr.\ Rodriguez,\ Mrs.\ Salda\~na\ ,\ and\ Ms.\ Swenson$

<u>Doty Middle School</u> - Mrs. Sodetani, Mrs. Perez-Saab, and Mr. Rodrdiguez <u>Griffiths Middle School</u> - Mr. Morris, Mrs. Samperi, Mrs. Saldaña, and Ms. Swenson <u>Stauffer Middle School</u> - Mr. Morris, Mrs. Sodetani, Mrs. Perez-Saab, and Mrs. Saldaña <u>Sussman Middle School</u> - Mrs. Samperi, Mr. Rodriguez, and Ms. Swenson

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

V. SPECIAL ADMINISTRATIVE - Personnel

 APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association regarding Summer School/Extended School Year 2021 Class Sizes.

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. APPROVE various 2021-22 Classified Work Year Calendars, effective May 12, 2021.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

3. APPROVE a one-time, off-schedule stipend in the amount of \$500.00 for certificated and classified management, confidential employees, and unrepresented employees (prorated) for reporting to work to begin the Hybrid In-Person Model starting March 29, 2021 through June 1, 2021.

Motion made by: Barbara Samperi

Motion seconded by: Linda Salomon Saldana

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. RECEIVE Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

 DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

6. PRESENT the 2020-21 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

7. DECLARE a Public Hearing to hear public response to the 2020-21 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

8. PRESENT the 2021-24 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

9. DECLARE a Public Hearing to hear public response to the 2021-24 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

This Item was pulled from the Agenda.

10. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.

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

11. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.

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

There was no response.

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

12. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.

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

13. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.

Motion made by: Martha Sodetani

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

There was no response.

Mrs. Samperi moved, Mrs. Sodetani seconded, and the motion carried unanimously, that the Board of Education Closed the Hearing.

14. RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.

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

15. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.

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

There was no response.

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

16. PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

17. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.

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

There was no response.

Ms. Swenson moved, Mrs. Sodetani seconded, and the motion carried unanimously, that the Board of Educacation Close the Hearing.

VI. ITEMS FOR FUTURE AGENDA

VII. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 1, 2021, at 4:00 p.m. in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

VIII. CLOSED SESSION

The Board of Education retired into Closed Session at 5:31 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957), and Conference with Real Property Negotiators - Possible Joint Use Agreement with YMCA at Sussman Middle School.

Mrs. Saldaña left the meeting at 6:45 p.m. The Board of Education reconvened into Open Session at 7:32 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number NK9110605.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number YM2916086.

IX. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 7:34 p.m.

DOWNEY UNIFIED SCHOOL DISTRICT Board of Education



Special Board of Education Meeting 05/18/2021 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/86550673680?pwd=SXhHREpBZUVvK1QvMUICWGFIY0w2Zz09

Passcode: 716175

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 865 5067 3680 Passcode: 716175

Persons who want to comment on agendized items <u>only</u> are invited to submit comments via email to <u>publiccomment0518@dusd.net</u> by Tuesday, May 18, 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 accessing 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.

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 4:04 p.m. on Tuesday, May 18, 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. Martha Sodetani, Clerk of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Barbara R. Samperi, Vice President 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 #24 for the Special Meeting of the Board of Education held on May 18, 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

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. SPECIAL ADMINISTRATIVE - Personnel

1. RECEIVE the 2021 Downey Unified School District Board of Education Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

Motion made by: Nancy Swenson

Motion seconded by: Giovanna Perez-Saab

Voting:

D. Mark Morris - Yes

Barbara Samperi - Yes

Martha Sodetani - Yes

Giovanna Perez-Saab - Yes

Jose Rodriguez - Yes

Linda Salomon Saldana - Yes

Nancy Swenson - Yes

2. DECLARE a Public Hearing to hear public response to the 2021 Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

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

There was no response.

Ms. Swenson moved, Mrs. Perez-Saab seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

3. PRESENT the 2020-21 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

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. DECLARE a Public Hearing to hear public response to the 2020-21 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

Motion made by: Martha Sodetani

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

There was no response.

Ms. Seenson moved, Mrs. Samperi seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

5. RECEIVE 2021-24 Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

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. DECLARE a Public Hearing to hear public response to the 2021-24 Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

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

There was no response.

Ms. Swenson moved, Mrs. Samperi seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

7. PRESENT the 2021-24 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

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

8. DECLARE a Public Hearing to hear public response to the 2021-24 Initial Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association.

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

There was no response.

Mrs. Samperi moved, Ms. Swenson seconded, and the motion carried unanimously, that the Board of Education Close the Hearing.

III. ITEMS FOR FUTURE AGENDA

IV. NEXT MEETING

The next meeting of the Board of Education will be a Regular Meeting to be held on Tuesday, June 1, 2021, at 4:00 p.m., in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

V. CLOSED SESSION

The Board of Education retired into Closed Session at 4:18 p.m. to discuss Negotiations. Ms. Swenson left at 5:13 p.m. The Board of Education reconvened into Open Session at 5:59 p.m.

VI. ADJOURNMENT

The Special Meeting of the Board of Education adjourned at 6:00 p.m. in memory of Harvey Berg and Ronda Garcia.

DOWNEY UNIFIED SCHOOL DISTRICT

Board of Education

Months E Codetoni Cloub		
DALLA L D. LL.		
	D. Mark Morris, President	Martha E. Sodetani, Clerk



II. 1. 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



scan0788

Downey Unified School District Office of the Superintendent

DATE:

June 1, 2021

TO:

Board of Education

FROM:

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM

The following Conference Requests have been received:

<u>First</u>	Last	Position	Dates	Conference Title	Location
John	Harris	Director	9/10/2020, 11/5,1/21/2022 3/18,5/17 & 6/17/2022	CARPE College Access Network Convenings	Virtual
			0/10,0/17 0/0/1/2022		
Lauren	Johnson	SLP	2/24/2021	66th Annual Speech/Language Study Conference	Virtual
Cesar	Armendariz	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Angelica	Benedic	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Rosa	Casillas	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Henry	Davenport	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Clotilde	Ibarra-Alvarez	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Kevin	Kendall	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Frank	Menjivar	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
David	Quintero	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Danielle	Storey	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Frida	Vadgama	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Glenn	Yamasaki	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Christian	Zessau	Teacher	6/2/2021 to 6/17/2021	SkillsUSA National Competition	Virtual
Karen	McDermott	Teacher	6/22/2021 to 6/24/2021	Intro to Reading like a Historian Curriculum	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.



II. 4. AUTHORIZE the Payroll Department to withhold sums for the 2021-22 fiscal year, without charge, from pay warrants of both certificated and classified personnel when directed to do so by the employee on a revocable form provided for that purpose in accordance with Education Code Section 45060.

Supporting Documents



Downey Unified School District

Business Services

DATE:

June 1, 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.

2021-22 PAYROLL WITHHOLDINGS

ACTION ITEM

Payroll withholdings for the 2021-22 fiscal year are being submitted to the Board for authorization. It is stipulated that the following organizations are eligible for declaration of withholdings:

Organization Dues

Association of California School Administrators
California Association of School Psychologists
California Council for Adult Education
California School Employees' Association
California School Employees' Association Chapter 248
California School Employees' Association Chapter 746
Downey Administrators Association
Downey Education Association/California Teachers
Association/National Education Association

Credit Unions

Credit Union of Southern California Downey Federal Credit Union First Financial Federal Credit Union Schools First Federal Credit Union

Health and Welfare Insurance Plans

Alameda County Schools Insurance Group (ACSIG)
American Fidelity Assurance Company
Benefit Advisors Services Group
Blue Shield of California
Delta Dental
DUSD Childcare Deduction
Guardian Life
Kaiser Permanente
Metlife SBC
National Teachers Associates, Inc.
Orange County Department of Education – Induction Programs

SASS/Mestmaker Insurance Standard Insurance Company

TCG-FICA Alternative

Texas Life Insurance Company

Transamerica Life Insurance Company-Gulf Atlantic Life Vision Service Plan

Tax Sheltered Annuities

AIG Retirement Services

American Fidelity Assurance Company

American Funds Distributors, Inc. (AFC)

American United Life Insurance Company (AUL) a CineAmerica Financial Partner Americo Financial Life and Annunity Insurance Company/Great Southern Life Ins.

Ameriprise Financial, Inc.

Brighthouse Financial

CalSTRS Pension2 403 (b) Program

CTA Voluntary Retirement Plans for Educations, LLC

Equitable Financial Life Insurance Company

Franklin Templeton Investments

GWN Securities, Inc.

Horace Mann Investors, Inc.

Horace Mann Life Insurance Company

Industrial Alliance Pacific Life Ins. Co. US Branch

Invesco (formerly Oppenheimer Funds)

IPX (FPS Group)

Lincoln Investment, LLC

Lincoln National Life Insurance Company (Lincoln Financial Group), The

Mass Mutual, through it's subsidiary, C.M. Life Insurance Company

Metropolitan Life Insurance Company

Midland National Life Insurance Company

Modern Woodmen of America

National Life Group through member company Life Ins. Co. of the Southwest

Nationwide Life Insurance Company

New York Life Insurance and Annuity Corporation

North American Company for Life and Health

Orion Portfolio Solutions (Formerly FTJ FundChoice LLC)

Pacific Life Insurance Company

PFS Investments Inc.

Plan Member Services Corp

Putnam Investments

Security Benefit Group

Thrivent Financial AKA Thrivent Financial for Lutherans, Thrivent Mutual Funds

Transamerica Life Insurance Company

USAA (8910) Life Insurance Company

Vanguard Group. The

VOYA - Reliastar Life Insurance Company

VOYA Retirement Insurance and Annuity Company

Waddell & Reed, Inc.

Voluntary Contributions

CSEA Victory Club
Downey Foundation for Educational Opportunities
GOOD (Gangs Out of Downey)
PTA H.E.L.P.S.
PTA Student Scholarship Fund
True Lasting Connections (TLC)
United Way of Greater Los Angeles

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the Payroll Department to withhold sums for the 2021-22 fiscal year, without charge, from pay warrants of both certificated and classified personnel when directed to do so by the employee on a revocable form provided for that purpose in accordance with Education Code Section 45060.



II. 5. AUTHORIZE the Los Angeles County Office of Education to make the appropriate transfers necessary at the close of the 2020-21 school year to permit payment of obligations the District incurred during such school year in accordance with the provisions of Section 42601 of the Education Code.

Supporting Documents



Downey Unified School District

Business Services

DATE:

June 1, 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: AUTHORIZATION TO MAKE APPROPRIATION TRANSFERS

ACTION ITEM

Board of Education authorization is requested to make appropriation transfers in accordance with Education Code Section 42601:

"At the close of any school year a school district may, with the approval of the governing board, identify and request the county superintendent of schools to make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classifications of the budget of the district for that school year as necessary to permit the payment of obligations of the district incurred during that school year."

Fiscal year-end posting of warrants or liabilities, or both, may cause overdrafts in appropriation accounts. District governing boards may authorize the Los Angeles County Office of Education to make appropriation transfers to cover those overdrafts. Copies of each transfer made will be sent to the district.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the Los Angeles County Office of Education to make the appropriate transfers necessary at the close of the 2020-21 school year to permit payment of obligations the District incurred during such school year in accordance with the provisions of Section 42601 of the Education Code.



SCHOOL DISTRICTS WITH <u>ADA ABOVE</u> EC 41301 LEVEL* YEAR-END APPROPRIATION TRANSFERS

TOO	

Los Angeles County Office of Education Division of School Financial Services Accounting Section, EC 2nd Floor

FROM:	Downey Unified	School District	
APPENDING CONTRACTOR	No Appropriation Transfer is R	equested	
X	Appropriation Transfers are Au	thorized	
Superintendent of	ct has ADA equal to or above the level; in accordance with the provisions of Schools to make appropriate transfers ne t of obligations of the district incurred dur	f EC 42601, hereby authoriz cessary at the close of the 2020	es the County
Please identify so	urces by entering 1, 2, 3, or 4 to indicate 1	st source, 2nd source, 3rd source	ce or 4th source
Authoriza	ation approved by governing board for tran	nsfers:	
1 B	etween major objects of expenditure		
2F	rom unassigned fund balances, if any		
4 F	rom committed fund balances		
_3 F	rom assigned fund balances		
Signature:		Date	, 2021
	Clerk of the Governing Board		
Submitted by:	Michael Martinez, CPA, MBA	DateJune 1	, 2021
E-mail address (re	equired):mimartinez@dusd.net		-
*Education C districts, equ districts.	ode 41301 levels: equal to 901 average dai al to 301 ADA for the high school districts	ily attendance (ADA) for the ele s, and equal to 1501 ADA for the	ementary school e unified school

Please email completed form to SFSAccountingGroup@lacoe.edu.

Attachment No. 2 Info Bul. No. 5359 SFS-A46-2020-2021



II. 6. APPROVE District memberships for the 2021-22 fiscal year.



Supporting Documents



Downey Unified School District

Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

SUBJECT: 2021-22 DISTRICT MEMBERSHIPS

ACTION ITEM

The following District memberships for the 2021-22 fiscal year are being submitted to the Board for authorization:

Accrediting Commission for Schools

Associated Locksmiths of America, Inc.

Association for Supervision and Curriculum Development (ASCD)

Association of California School Administrators, Region XIV

Association of School Business Officials (ASBO)

Audiovisual and Integrated Experience Association (AVIXA)

Authorized Apple Service Provider (AASP)

Autism Society of America

AVID

California Art Education Association

California Association for Bilingual Education (CABE)

California Association for Health, Physical Education,

Recreation and Dance (CAHPERD)

California Association for the Gifted (CAG)

California Association of Administrators for State & Federal

Education Programs (CAASFEP)

California Association of Directors of Activities (CADA)

California Association of Nutrition and Activity Programs (CAN-Act)

California Association of School Business Officials (CASBO)

California Association of School Psychologists

California Association of Supervisors of Child Welfare &

Attendance (CASCWA)

California Consortium for Independent Study

California Continuation Education Association (CCEA)

California Educational Technology Professionals Association (CETPA)

California Employer Advisor

California Institute for School Improvement (CISI)

California League of Middle Schools

California Park and Recreation Society (CPRS)

California Mathematics Council (CMC-South)

California School Boards Association

California School Nurses Organization

California School Nutrition Association (CSNA)

California School Personnel Commissioners Association (CSPCA)

California School Public Relations Association (CalSPRA)

California Schools Monitoring Group

California State Athletic Directors Association (CSADA)

California Suburban School Districts (CALSSD)

California's Coalition for Adequate School Housing (CASH)

Character Counts! Service Corporation Computer Using Educators, Inc. (CUE)

Construction Management Association of America

Cooperative Organization for the Development of Employee Selection Procedures (CODESP)

CoreCourseGPA.com

Costco

Council for Exceptional Children

Council of Urban Boards of Education, National School Boards Association

Covina Valley Unified School District Cooperative Agreement

Credential Counselors and Analysts of California

Crisis Prevention Institute (CPI)

Downey Chamber of Commerce

Downey Rotary

EdJoin

EdTechJoint Powers Authority

International Association of Nonviolent Crisis Intervention Certified Instructors (IANCICI)

International Literacy Association (Formerly International Reading Association)

International Sanitary Supply Association (ISSA)

International Society for Technology in Education (ISTE)

Kiwanis Club of Downey

Los Angeles County Office of Education TEAMS Distance Learning Services

Los Angeles County School Trustees Association

Los Angeles/Orange Counties Education and Labor Law Consortium

Mid-Cities Credentials Association

Music Center Education Division for Schools and District

National Alliance for Medicaid in Education

National Association for the Education of Young Children (NYEYC)

National Association for Gifted Children (NAGC)

National Association of School Nurses

National Association of School Psychologists

National Council of Teachers of Mathematics

National Council of Supervisors of Mathematics

National Notary Association

National Science Teachers Association

Personnel Commissioners Association of Southern California (PCASC)

Pesticide Applicators Professional Association (PAPA)

Prodigy

Q Users Experience Group (SIS users group)

San Gabriel Valley Educational Consortium

School Business Executives

School Employment Law Consortium (SELC)

School Nutrition Association

School Project for Utility Rate Reduction

School Services of California

SkillsUSA

South East Educational Technology Consortium (SEETC)

Southern California Superintendents

Starfall Educational Foundation

Super Co-Op A California USDA Foods Cooperative

The College Board

TLC Institute

Urban Education Dialog

WestEd

Whittier Area School Trustees Association (WASTA)

Woodlinks

SUPERINTENDENT'S RECOMMENDATION:

APPROVE District memberships for the 2021-22 fiscal year.



II. 7. APPROVE Adult School memberships for the 2021-22 fiscal year.

Supporting Documents



Downey Unified School District

Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

SUBJECT: 2021-22 ADULT SCHOOL MEMBERSHIPS

ACTION ITEM

The following Adult School memberships for the 2021-22 fiscal year are being submitted to the Board for authorization:

Accrediting Commission for Schools

American Society of Health-System Pharmacists

Association for Career and Technical Education

Association for Supervision and Curriculum Development

California Adult Education Administrators Association (CAEAA)

California Association for Career and Technical Education

California Association for Dental Assistant Teachers

California Consortium for Independent Studies (CCIS)

California Council for Adult Education

California Court Reporters Association

California Directors of Vocational Nursing

California Pharmacy Technician Association

California State Consortium for Adult Education

California Vocational Nurse Educators (CVNE)

Council on Occupational Education

Downey Chamber of Commerce

Downey Coordinating Council

Learning Resources Network (LERN)

National Association of Student Financial Aid Administrators (NASFAA)

National Adult Education Honor Society

Pharmacy Technician Educators Council

Pro Literacy

Reporting Association of Public Schools

Soroptimist International

Southern California Directors of Vocational Nursing Programs

Student Financial Aid Administrators

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Adult School memberships for the 2021-22 fiscal year.



II. 8. APPROVE SELPA memberships for the 2021-22 fiscal year.



Supporting Documents



Downey Unified School District

Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

SUBJECT: 2021-22 SELPA MEMBERSHIPS

ACTION ITEM

The following SELPA memberships for the 2021-22 fiscal year are being submitted to the Board for authorization:

Special Education Local Plan Area Administrators Coalition for Adequate Funding for Special Education, Downey/Montebello

SUPERINTENDENT'S RECOMMENDATION:

APPROVE SELPA memberships for the 2021-22 fiscal year.



II. 9. RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from April 29, 2021 through May 17, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR APRIL 29, 2021 - MAY 17, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$1,333,059.30	PO1 PO2W PO3W	210000000107 210000000218 210000001600	210000000319 210000001624 210000002608
FUND 01.1 SELPA ADMIN UNIT \$1,534.16	PO2W PO3W	210000001589 210000002501	210000001589 210000002382
FUND 01.2 SELPA SCHOOL \$250.00	PO2W	210000001605	210000001605
FUND 11.0 ADULT \$134,040.68	PO2W PO3W	210000001623 210000002410	210000001623 210000002585
FUND 13.0 CAFETERIA \$3,367,205.78	PO1 PO2W PO3W	21000000245 210000001552 210000002498	210000000259 210000001600 210000002599
FUND 14.0 DEFERRED MAINTENANCE \$15,310.00	PO2W	210000001132	210000001132
FUND 21.0 BOND MEASURE O \$43,637,182.64	ст	20000000007	200000000007
FUND 40.2 SPECIAL RESERVE, TECHNOLOGY 58955	PO2W	210000001533	210000001623
FUND 67.0 SELF INS PROPERTY/LIABILITY \$525.00	PO2W	210000001619	210000001619



II. 10. RATIFY and/or APPROVE per Board Policy 6362 the purhcase orders prepared by the Purchasing Department for the 2021-22 fiscal year from April 29, 2021 through May 17, 2021.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT 2021-22 PURCHASE ORDER LISTING FOR APRIL 29, 2021 - MAY 17, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$214,623.14	PO2W PO3W	220000000003 220000000001	220000000014 2200000000001
FUND 13.0 CAFETERIA \$697.00	PO2W	220000000001	220000000002



II. 11. APPROVE amendment of Service Agreement 202021-71 with Health Management Associates Inc., to extend ending dates of service from May 31, 2021 until June 30, 2021.

Supporting Documents



D.U.S.D. Agreement No. 202021-71 Purchase Order No. PO2W-21*207 Board Approval Date: August 18, 2020 1st Amendment Approval Date: June 15, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 14th day of May 2021, between Health Management Associates, 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:

- To amend certain AGREEMENT 202021-71 approved by the Board of Education on August 18, 2020 and amended on June 15, 2021 to provide coaching, professional development, and technical assistance related to curriculum, instruction, and assessment for secondary schools in Downey USD, to include the following:
 - A. By extending the contract completion date from May 31, 2021 to be through June 30, 2021.
- Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT 202021-71, shall remain in full force and effect.

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

OF LOS ANGELES COUNTY	
Ву	
Christina Aragon	
Associate Superintendent, Business Services	
Date	
	OF LOS ANGELES COUNTY By Christina Aragon Associate Superintendent, Business Services



II. 12. RATIFY Service Agreement No. 202021-332 with Haynes Family of Programs - STAR Academy to provide compensatory supplemental academic services for DUSD student from April 14, 2021 through December 31, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-332

bel	IS AGREEMENT made and entered into this 14th of April , 2021 by and tween Haynes Family of Programs-STAR Acad. , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Compensatory supplemental academic services - 50 hours (Student #
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\\$85/hr for up to 50 hrs, not to exceed \$\frac{4,250.00}{4,250.00} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 04/14/2021 and will terminate on or before 12/31/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-332 Page 2 of 4

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

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

Downey Unified School	District
Service Agreement No.	202021-332

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

Name:

Dept.:

SERVICE PROVIDER

Haynes Family of Programs

STAR Academy (NPA)

DISTRICT

Business Services

Downey Unified School District Service Agreement No. 202021-332

Downey Unified School District

P.O. Box 400 Address: 11627 Brookshire Ave. La Verne, CA 91750 Downey, CA 90241 Jonas Maceda, 909-667-2107 Contact: Contact: Debbie Black Phone/email: jmaceda@leroyhaynes.org (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Haynes Family of Programs DOWNEY UNIFIED SCHOOL DISTRICT Daniel Maydeck Signature Signature Print Name: Daniel Maydeck Print Name: Christina Aragon CEO/President Associate Superintendent Print Title: Print Title: **Business Services** 04/14/2021 Date: Date: 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 0000 Apr 19, 2021 ndoval (Apr 19, 2021 09:00 PDT) Date Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds

Page 4 of 4



II. 14. RATIFY Service Agreement No. 202021-340 with Haynes Family of Programs - STAR Academy to provide compensatory supplemental academic services for DUSD student from April 26, 2021 through March 31, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. <u>202021-340</u>

bet an	IS AGREEMENT made and entered into this 26 of April , 2021 by and tween Haynes Family of Programs, S.T.A.R. , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Compensatory supplemental academics services (SAS) for up to 123 (one hundred twenty-three)
	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: \$10,000.00 , not to exceed \$10,500.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins April 26, 2021 and will terminate on or before March 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-340

Page 2 of 4

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

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

Downey Unified School C	District	
Service Agreement No.	202021-340	

Signature: -

Email: wshannon@dusd.net

DISTRICT

Downey Unified School District

Purchasing Services

Downey Unified School District

Service Agreement No. 202021-340

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

Name:

Dept.:

SERVICE PROVIDER

S.T.A.R. Academy

Haynes Education Center

233 W. Baseline Rd. 11627 Brookshire Ave. Address: LaVerne California 91750 Downey, CA 90241 Lucinda Arroyo Contact: Darren Pursegiove Contact: Phone/email: larroyo@leroyhaynes.org. (562)469-6531/ 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 Signature Signature Print Name: Dan Maydeck Print Name: Christina Aragon CEO/President Print Title: Print Title: Associate Superintendent **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Date Signature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date Page 4 of 4



II. 15. RATIFY Service Agreement No. 202021-343 with Fireworks & Stage FX America to provide firework displays for 2020 graduates at the Downey and Warren High School stadiums on May 28, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-343

bet	IS AGREEMENT made and entered into this 30th of April , 2021 by and ween Fireworks & Stage FX America , hereinafter called the SERVICE PROVIDER of the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see 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. Fireworks & Stage FX America dba Fireworks America will put up a fireworks display for 2020
	graduates at Downey HS Stadium and Warren HS Stadium on May 28, 2021
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\(\frac{6,000.00}{\} \), not to exceed \$\(\frac{6,000.00}{\} \) for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins5/28/2021 and will terminate on or before5/28/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School D	District	
Service Agreement No	202021-343	

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

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

Downey Unified School I	District	
Service Agreement No.	202021-343	

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District	Name:	Fireworks America
Purchasing & Warehouse Director	Dept.:	
11627 Brookshire Ave.	Address:	PO Box 488
Downey, CA 90241	-	Lakeside, CA 92040
Contact: Darren Purseglove	Contact:	Matt Biolchino
(562)469-6531/dpurseglove@dusd.net	Phone/email:	714-875-0307 matt@fireworksamerica.com
IN WITNESS WHEREOF, this Agreeme named parties, on the date indicated bel		ccepted and agreed by the below
DISTRICT	SER	RVICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRIC	<u> </u>	
Ohn Stavo Orogon Signature	Sigi	nature
Print Name: Christina Aragon	Pri	int Name: Matthew Biolchino
Print Title: Associate Superintendent Business Services	Pri	int Title: Regional Manager
Date:	Da	ate: <u>5-11-2021</u>
District use	only below l	line
		- C 0000-27000-58AO -755 425A
Account Number to be Charged WHS -01		
Forger Brossmer Assis	stant Supur	rintendent, Secondary Ed
Name and Title of Site Administrator-Pl		1 /
Ryn Burn		5/4/2/
Signature of Site Administrator		Date
Signature of Program Director ONLY IF	using categor	rical funds Date
Downey Unified School District Service Agreement No. 202021-343		Page 4 of 4



II. 16. RATIFY Service Agreement No. 202021-344 with Fireworks & Stage FX America to provide firework displays for 2021 graduates at the Warren High School stadium on May 23, 2021 and at the Downey High School stadium on May 19, 2021.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-344

TH	IS AGREEMENT made and entered into this 30th of April , 2021 by and ween Fireworks & Stage FX America , hereinafter called the SERVICE PROVIDER
an	the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Fireworks & Stage FX America dba Fireworks America will put up a fireworks display for 2021
	Graduation at Downey HS Stadium on May 19,2021 and Warren HS Stadium on May 23, 2021
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\(\frac{16,000.00}{\} \), not to exceed \$\(\frac{16,000.00}{\} \) 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.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins5/19/2021 and will terminate on or before5/23/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School D	istrict	
Service Agreement No.	202021-344	

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

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

Downey Unified School	District	
Service Agreement No.	202021-344	

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

Name:

Dept.:

SERVICE PROVIDER

Fireworks America

DISTRICT

Downey Unified School District

Purchasing & Warehouse Director

11627 Brookshire Ave.	Address:	PO Box	400	
Downey, CA 90241		Lakesid	e, CA 92040	
Contact: Darren Purseglove	Contact:	Matt Bio		
(562)469-6531/dpurseglove@dusd.net F	Phone/email:	714-875	-0307 matt@fireworksamerica.	
N WITNESS WHEREOF, this Agreeme named parties, on the date indicated bel	low: SER	cepted a		
DOWNEY UNIFIED SCHOOL DISTRIC		ROM	-	
Signature	Sigi	nature		
Print Name: Christina Aragon	Pri	nt Name:	Matthew Biolchino	
Print Title: Associate Superintendent Business Services	Print Title:	Regional Manager		
Date:	Da	te:	5-11-2021	
District use	e only below l	ine		
Account Number to be Charged				
Name and Title of Site Administrator-Pl	lease print			
Signature of Site Administrator			Date	
Signature of Program Director ONLY II	F using catego	rical funds	s Date	



II. 17. RATIFY Service Agreement No. 202021-345 with Haynes Family of Programs - STAR Academy to provide supplemental academic and educational counseling services for DUSD student from April 28, 2021 through June 30, 2022.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-345

bet	IS AGREEMENT made and entered into this 28 of April , 2021 by and ween STAR Haynes Family of Program , hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually see 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. 100 Hours of Supplemental Academic Support and 25 Hours of Educational Counseling
	for Student
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$11,000, not to exceed \$11,000 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 04/28/2021 and will terminate on or before 06/30/2022 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School I	District	
Service Agreement No.	202021-345	

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

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

Downey Unified School [District	
Service Agreement No.	202021-345	

Signature: Wayne Sharbyn (May 1, 2021 10:44 PDT)

Email: wshannon@dusd.net

Downey Unified School District

Service Agreement No. 202021-345

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

DISTRICT SERVICE PROVIDER Lucinda Arroyo **Downey Unified School District** Name: STAR Academy/Haynes Family of Pro **Business Services** Dept.: 233 W. Baseline Road 11627 Brookshire Ave. Address: La Verne, CA 91750 Downey, CA 90241 Lucinda Arroyo Contact: Debbie Black Contact: 909-667-2140 larroyo@leroyhaynes.org (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Dan Maydeck Print Name: Christina Aragon CEO/President Print Title: Print Title: Associate Superintendent **Business Services** Date: Date: District use only below line Account Number to be Charged 01.0-65000.0-57600-31400-5816-7430000 Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Apr 30, 2021 19900D Patricia Sandoval (Apr 30, 2021 15:54 PDT) Date Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds

Page 4 of 4



II. 18. RATIFY Independent Consultant Services Agreement No. 202021-346 with Paola Leguizamon for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-346

	een the Downey Unified School District ("DI	
	Leguizamon	, ("CONSULTANT"), to provide services
	er the direction of:	
-	ia Sandoval	, Special Education
(Prin	ted Name Administrator Site/Department)	(Site/Department)
1.	will include the following: (Attach additional	and CONSULTANT, CONSULTANT services
	support as related to social motional learning	g. Other duties as assigned to support students'
	social emo	otional needs.
2.	LOCATION OF PERFORMANCE/SERVI	CE: Lewis Elementary and Griffiths MS
3.	5/28/2021 inclusive. CONSUL	and will be completed by TANT acknowledges that the DISTRICT fully nt at any time and/or to limit services due to ufficient funds.
4.	CREDENTIAL	
	Does service provided require a credentia	al, certificate, or permit: Yes ✓ No
	Have you ever paid into or are you a retire	ee of CalSTRS?
	employee, paid through District payroll, s Contact Certificated Personnel for an app may be responsible for the cost of fingerp employed after retirement in classified po as an aide in a class with a high pupil-to-	certificate, or a permit, you <u>must</u> be hired as an ubject to withholding and fingerprint clearance. clication prior to beginning services. Individual printing. NOTE: CalSTRS retirees may not be estitions in the public school system except: (1) teacher ratio, or (2) to provide one-on-one exprivileged students. (California Ed. Code
5.	INDEPENDENT CONSULTANT While performing the services herein, CC an officer, agent or employee of DISTRIC to create a partnership, agency, joint ven	ONSULTANT is an independent contractor and ne CT. Nothing in this Agreement should be constructed nature, or employment relationship.

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

INSURANCE

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

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

Agreement for Independent Consultant Services

Rev. 0 7/10/18

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

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

agents as additional insureds.

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Paola Leguizamon	Dow	vney Unified School District
Consultant Name		•
Pfugu		
Signature		istina Aragon ociate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date	е
Street Address	116 Dov	vney Unified School District 27 Brookshire Avenue vney, CA 90241 2) 469-6520
City, State, Zip Code		
04/30/2021		
Date		
Account Number to be Charged: 01.0-650		v line 110-31200-5804-7430000
Patricia G. Sandoval, Director of Special Ed.		975000
Print Name and Title of Site Administrator	Date	Patricia Sandoval (May 4, 2021 13:50 PDT) Signature of Site Administrator
If using categorical funds, forward this agreen Approval before sending to Business Services		appropriate Program Director for
Signature of Program Director	Date	Financial Services (verify acct. #)
Signature of Program Director Agreement for Independent Consultant		Financial Services (verify acct. #)



II. 19. RATIFY Independent Consultant Services Agreement No. 202021-347 with Diana Gonzalez for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-347

Dialia	a Gonzalez	##CONST.	
		, ("CONSULTAN	ſ"), to provide services
	er the direction of: cia Sandoval	Casaial Education	
		Special Education (Site/Department)	
Prin	ited Name Administrator Site/Department)	(Site/Department)	
1.	SCOPE OF SERVICES		
	CONSULTANT agrees to perform the follow	owing services to DISTI	RICT at times and
	places mutually acceptable to DISTRICT		
	will include the following: (Attach additional	al sheet as needed).	
	School based metal health services: Individual,	group, case management, a	and teacher-classroom
	support as related to social motional learning	Other duties as assigned	to support students'
	Support as related to social motional learning	. Other dates as assigned	to support students
	social emo	otional needs.	
2.	LOCATION OF PERFORMANCE/SERVI	CE: Downey High School,	Ward Elementary
3.	PERIOD OF AGREEMENT		
70.0		1, 2020 and will be	completed by
		TANT acknowledges the	
	reserves the right to cancel this agreemen		
	non-availability or non-appropriation of su		
	CREDENTIAL		
١.			
١.	Does service provided require a credentia	I, certificate, or permit:	Yes V No
1.	Does service provided require a credentia	I, certificate, or permit:	
i.	Does service provided require a credential Have you ever paid into or are you a retire		Yes No
.	Have you ever paid into or are you a retire	ee of CalSTRS?	Yes No
i.	Have you ever paid into or are you a retire	ee of CalSTRS?	Yes No
.	Have you ever paid into or are you a retire If Yes and service requires a credential, of employee, paid through District payroll, so	ee of CalSTRS? certificate, or a permit, y ubject to withholding an	Yes No ou must be hired as a
١.	Have you ever paid into or are you a retire If Yes and service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an app	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni	Yes No ou must be hired as a d fingerprint clearance ng services. Individual
	Have you ever paid into or are you a retire If Yes and service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an app may be responsible for the cost of fingerp	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be
i .	Have you ever paid into or are you a retire If Yes and service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an app may be responsible for the cost of finger employed after retirement in classified po	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR sitions in the public sch	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be ool system except: (1)
i.	Have you ever paid into or are you a retired of the second service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an appropriate of the cost of finger pemployed after retirement in classified posts an aide in a class with a high pupil-to-	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR sitions in the public sch teacher ratio, or (2) to p	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be ool system except: (1) rovide one-on-one
1.	Have you ever paid into or are you a retired of the service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an approximate the service of the cost of finger pemployed after retirement in classified posts an aide in a class with a high pupil-to-finstruction in a remedial class or for under the service of the	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR sitions in the public sch teacher ratio, or (2) to p	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be ool system except: (1) rovide one-on-one
1.	Have you ever paid into or are you a retired of the second service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an appropriate of the cost of finger pemployed after retirement in classified posts an aide in a class with a high pupil-to-	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR sitions in the public sch teacher ratio, or (2) to p	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be ool system except: (1) rovide one-on-one
	Have you ever paid into or are you a retired of the service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an approximate the service of the cost of finger pemployed after retirement in classified posts an aide in a class with a high pupil-to-finstruction in a remedial class or for under the service of the	ee of CalSTRS? certificate, or a permit, y ubject to withholding an olication prior to beginni orinting. NOTE: CalSTR sitions in the public sch teacher ratio, or (2) to p	Yes No ou must be hired as a d fingerprint clearance ng services. Individual S retirees may not be ool system except: (1) rovide one-on-one

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed

to create a partnership, agency, joint venture, or employment relationship.

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2 | Page

Rev. 07/10/18

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

WORK PRODUCT

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

13. TERMINATION

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

GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Diana Gonzalez	Dowr	ney Unified School District
Consultant Name		,
De Sy		
Signature	Christina Aragon Associate Superintendent Date	
Taxpayer ID no. or Soc. Sec. Number		
Street Address	1162 Dow	ney Unified School District 27 Brookshire Avenue ney, CA 90241) 469-6520
City, State, Zip Code		
04/30/2021		
Date		
	use only below	31200-5804-7430000
Account Number to be Charged: 01.0-	00000.0-00010-	(mamo
Patricia G. Sandoval, Director of Special Education	May 3, 2021	Patricia Sandoval (May 3, 2021 16:27 PDT)
Print Name and Title of Site Administrator	Date	Signature of Site Administrator
If using categorical funds, forward this agre Approval before sending to Business Servi		opropriate Program Director for
Signature of Program Director	Date	Financial Services (verify acct. #)
Agreement for Independent Consulta		



II. 20. RATIFY Independent Consultant Services Agreement No. 202021-348 with Brianna Galvan for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-348

	Caban				
	ina Galvan	, ("CONSULTANT"), to provide servic			
	er the direction of:				
Patricia Sandoval		, Special Eduation			
(Prir	nted Name Administrator Site/Departmen	nt) (Site/Department)			
1.	places mutually acceptable to DISTR will include the following: (Attach addischool based metal health services: Indivi	dual, group, case management, and teacher-classroom			
	support as related to social motional lea	rning. Other duties as assigned to support students'			
	social emotional needs.				
3.	PERIOD OF AGREEMENT				
	5/28/2021 inclusive. CON	and will be completed by SULTANT acknowledges that the DISTRICT furthermore and time and/or to limit services due to of sufficient funds.			
4.	5/28/2021 inclusive. CON reserves the right to cancel this agree	SULTANT acknowledges that the DISTRICT furthermore and stands to sufficient funds.			
4.	reserves the right to cancel this agree non-availability or non-appropriation of CREDENTIAL	SULTANT acknowledges that the DISTRICT furtherment at any time and/or to limit services due to of sufficient funds. ential, certificate, or permit:			

While performing the services herein, CONSULTANT is an independent contractor and not an officer, agent or employee of DISTRICT. Nothing in this Agreement should be construed

to create a partnership, agency, joint venture, or employment relationship.

INDEPENDENT CONSULTANT

5.

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2 | Page

Rev. 07/10/18

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

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

agents as additional insureds.

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

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

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

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9. FINGERPRINTING

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ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

Brianna Galvan	Dow	ney Unified School District	
Consultant Name	Domino, Chinica Carlott Blacket		
Binn Rhen			
gg			
Signature		stina Aragon ociate Superintendent	
Taxpayer ID no. or Soc. Sec. Number	Date		
Street Address	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520		
City, State, Zip Code			
04/30/2021			
Date			
	se only below		
Patricia G. Sandoval, Director of Special Ed.	May 3, 2021	(Damo	
Print Name and Title of Site Administrator		Thuse The second	
	Date	Patricia Sandoval (May 3, 2021 16:29 PDT) Signature of Site Administrator	
If using categorical funds, forward this agre Approval before sending to Business Service	Date ement to the a	Signature of Site Administrator	
	Date ement to the a	Signature of Site Administrator	
Approval before sending to Business Service	Date ement to the appear.	Signature of Site Administrator opropriate Program Director for	



II. 21. RATIFY Independent Consultant Services Agreement No. 202021-349 with Lizette Avila for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-349

	een the Downey Unified School District ("DI					
	e Avila	, ("CONSULTANT	Γ"), to provide services			
under the direction of: Patricia Sandoval		Oversial School to a				
		, Special Education				
(Prin	ted Name Administrator Site/Department)	(Site/Department)				
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the following places mutually acceptable to DISTRICT will include the following: (Attach additional School based metal health services: Individual,	and CONSULTANT. CC al sheet as needed).	ONSULTANT services			
	support as related to social motional learning. Other duties as assigned to support students'					
	social emotional needs.					
2.	LOCATION OF PERFORMANCE/SERVI	CE: Gauldin Elementary So	chool			
3.	PERIOD OF AGREEMENT This Agreement is effective 8/31/2 5/28/2021 inclusive. CONSUL reserves the right to cancel this agreement non-availability or non-appropriation of su	TANT acknowledges that at any time and/or to	hat the DISTRICT fully			
1.	CREDENTIAL	1 476 - 1				
	Does service provided require a credential, certificate, or permit:					
	Have you ever paid into or are you a retire	ee of CalSTRS?	☐Yes ✓No			
	If Yes and service requires a credential, of employee, paid through District payroll, so Contact Certificated Personnel for an approximate the responsible for the cost of fingerp employed after retirement in classified posts an aide in a class with a high pupil-to-instruction in a remedial class or for under Section 45134 and Section 88033.).	ubject to withholding an olication prior to beginning orinting. NOTE: CaISTR ositions in the public sch teacher ratio, or (2) to p	d fingerprint clearance. ng services. Individual S retirees may not be lool system except: (1) brovide one-on-one			
5.	INDEPENDENT CONSULTANT While performing the services herein, CC an officer, agent or employee of DISTRIC to create a partnership, agency, joint ven	CT. Nothing in this Agree	ement should be construe			

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

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

PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2|Page

Rev. 07/10/18

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

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- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
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9. FINGERPRINTING

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Agreement for Independent Consultant Services

ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

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

Agreement for Independent Consultant Services

Lizette Avila	Dowr	ney Unified School District
Consultant Name	2011	ioy omnoc concer blomot
Lietto, Vila		
Signature		tina Aragon ciate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date	
Street Address	1162 Dow	ney Unified School District 17 Brookshire Avenue ney, CA 90241) 469-6520
City, State, Zip Code		
5/3/2021		
Date		
Account Number to be Charged: 01.0-65 Patricia G. Sandoval, Director of Special Ed.		
Patricia G. Sangoval, Director of Special Ed.	May 4 2021	6 27000
	May 4, 2021	Patricia Sandoval (May 4, 2021 13:50 PDT)
Print Name and Title of Site Administrator	Date	
	Date ement to the ap	Patricis Sandoval (May 4, 2021 13:50 PDT) Signature of Site Administrator
Print Name and Title of Site Administrator If using categorical funds, forward this agree	Date ement to the ap	Signature of Site Administrator



II. 22. RATIFY Independent Consultant Services Agreement No. 202021-350 with Michelle Flores for School Based Mental Health Services and other duties to support students' social emotional needs from August 31, 2020 through May 28, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-350

This	AGREEMENT is made and entered into this _	31 day of	August	2020,
betw	veen the Downey Unified School District ("DIS"	TRICT") and		
Miche	elle Flores	, ("CONSULTA	NT"), to p	rovide services
	er the direction of:		77.10	
	cia Sandoval	Special Education		
(Prin	ited Name Administrator Site/Department)	(Site/Department)		
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follow places mutually acceptable to DISTRICT ar will include the following: (Attach additional School based metal health services: Individual, g	nd CONSULTANT. sheet as needed).	CONSULT	TANT services
	support as related to social motional learning.	Other duties as assign	ed to suppor	t students'
	social emotic	onal needs.		
				100 100 100
2.	LOCATION OF PERFORMANCE/SERVICE	E: Columbus HS & Ric	Hondo Eler	mentary
3.	PERIOD OF AGREEMENT This Agreement is effective	ANT acknowledge at any time and/or	s that the D	DISTRICT fully
4.	CREDENTIAL			
	Does service provided require a credential,	certificate, or perm	it: Ye	es 🗸 No
	Have you ever paid into or are you a retiree	of CalSTRS?	Ye	es 🚺 No
	If Yes and service requires a credential, ceremployee, paid through District payroll, sub Contact Certificated Personnel for an application may be responsible for the cost of fingerprice employed after retirement in classified posi as an aide in a class with a high pupil-to-terinstruction in a remedial class or for underposection 45134 and Section 88033.).	pject to withholding cation prior to begin nting, NOTE: CalS tions in the public s acher ratio, or (2) to	and finger nning servi TRS retired school syst provide o	print clearance. ces. Individual es may not be em except: (1) one-on-one
5.	INDEPENDENT CONSULTANT While performing the services herein, CON an officer, agent or employee of DISTRICT to create a partnership, agency, joint ventu	. Nothing in this Ag	reement s	hould be construed

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

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Agreement for Independent Consultant Services
2 | Page Rev. 0 7/10/1 8

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Agreement for Independent Consultant Services

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Michelle Flores	Down	ney Unified School District
Consultant Name	Down	ney offined deficer District
1111		
AND YIELD		
Signature		stina Aragon ciate Superintendent
	71000	olate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Date	
		ney Unified School District
Street Address	Down	7 Brookshire Avenue ney, CA 90241) 469-6520
City, State, Zip Code		
05/03/21		
Date		
		10-31200-5804-7430000
Patricia G. Sandoval, Director of Special Ed.	May 4, 2021	Patricia Sandoval (May 4, 2021 15:09 PDT)
Print Name and Title of Site Administrator	Date	Signature of Site Administrator
If using categorical funds, forward this agre Approval before sending to Business Servi		propriate Program Director for
Signature of Program Director	Date	Financial Services (verify acct. #)
Agreement for Independent Consulta	nt Services	



II. 23. RATIFY Independent Consultant Services Agreement No. 202021-351 with Jasmin Sedbia Ayala for School Based Mental Health Services from August 31, 2020 through May 28, 2021.

Supporting Documents



scan0807

DOWNEY UNIFIED SCHOOL DISTRICT AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES 202021-351

This	AGREEMENT is made and entered into this	31	day of	August	2020
betw	veen the Downey Unified School District ("DIS	TRIC	T") and		
	nin Sedbia Ayala			TANT"), to pr	ovide services
unde	er the direction of:		, , , , , , , , , , , , , , , , , , , ,	, , , , , , , , , , , , , , , , , , ,	
Patri	cia Sandoval	Spe	ecial Education		
(Prin	ited Name Administrator Site/Department)	(Sit	e/Departme	nt)	
1.	SCOPE OF SERVICES CONSULTANT agrees to perform the follow places mutually acceptable to DISTRICT a will include the following: (Attach additional School based metal health services: Individual, g	nd C	ONSULTAN	T. CONSULT d).	ANT services
	support as related to social motional learning.	Othe	r duties as ass	igned to support	students'
	social emoti	ional r	reeds.		
2.	LOCATION OF PERFORMANCE/SERVIC	E: _S	auffer Middle	School & Old Ri	ver Elem.
3.	PERIOD OF AGREEMENT This Agreement is effective 8/31/20 5/28/2021 inclusive. CONSULT reserves the right to cancel this agreement non-availability or non-appropriation of suff	ANT at a	acknowled ny time and/		ISTRICT fully
4.	CREDENTIAL				
	Does service provided require a credential,	cert	ficate, or pe	mit:Ye	s 🗸 No
	Have you ever paid into or are you a retired	e of (CalSTRS?	Ye	s No
	if Yes and service requires a credential, ce employee, paid through District payroll, sul Contact Certificated Personnel for an appli may be responsible for the cost of fingerpri employed after retirement in classified pos as an aide in a class with a high pupil-to-te instruction in a remedial class or for undergoection 45134 and Section 88033.).	bject icatio inting itions eache	to withholding prior to be to NOTE: Cas in the public ratio, or (2)	ng and fingerpeginning service (ISTRS retireed ic school system) to provide o	orint clearance. ces. Individual es may not be em except: (1) ne-on-one
5.	INDEPENDENT CONSULTANT While performing the services herein, CON an officer, agent or employee of DISTRICT to create a partnership, agency, joint ventu	r. No	thing in this	Agreement s	hould be constru

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

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

6. PAYMENT

DISTRICT agrees to pay CONSULTANT at a rate of \$4,000.00 per school year not to exceed a total of \$4,000.00 . Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

7. INDEMNIFICATION

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

8. INSURANCE

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

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

Agreement for Independent Consultant Services

2|Page

Rev. 0 7/10/1 8

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

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

agents as additional insureds.

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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

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Rev. 0 7/10/1 8

Jasmin Sedbia Ayala	Dov	vney Unified School District
Consultant Name	Insultant Name	
Jasmin Ayala Digitally signed by Jasmin Ayala		
Signature		istina Aragon ociate Superintendent
Taxpayer ID no. or Soc. Sec. Number	Dat	е
Street Address	116 Dov	wney Unified School District 327 Brookshire Avenue wney, CA 90241 2) 469-6520
City, State, Zip Code		
5/3/2021		
Date		
Account Number to be Charged: 01.0-65000.0-	-50010-31	
	4, 2021	Patricia Sandoval (May 4, 2021 13:50 PDT)
Print Name and Title of Site Administrator	Date	Signature of Site Administrator
If using categorical funds, forward this agreeme. Approval before sending to Business Services.	nt to the a	appropriate Program Director for
Signature of Program Director	Date	Financial Services (verify acct. #)
Agreement for Independent Consultant Se	ervices	R e v. 0 7/10/1 8



II. 25. RATIFY Agreement No. 202021-353 with Cold Box, Inc. for the month-to-month rental of four 20' refrigerated storage containers for the Food Services Department from May 1, 2021 through December 31, 2021.

Supporting Documents



scan0808

850 - 92nd Ave. #5 Oakland, Ca. 94603

Phone: (800) 595-0601

Fax (510) 225-3885

Oakland Los Angeles

Rental Agreement

This rental a	Downey Unified School District	erred to as Lessor) and
	(Company Name)	
(Hereafter referred to as Lessee		562 469 6707
DOWNEY, CA 90	(Address))241	(Phone Number) Vince Madsen
(C	ity, State, Zip)	(Contact)

 LEASE AGREEMENT: Less referred to as equipment) and Lesse conditions stated on this agreement: 	or hereby leases the following describe hereby hires the following described e	ed personal property, (hereinafter equipment, based on the terms and
4-20' 220 VOLT 3 PHASE	REFRIGERATED/FREEZER	TBD

¦SA	(City, State, Zip)	SAME Contact	
15		ISAME	
<u> </u>	<u>i</u>	'	
¦SAMI		SAME	
1		F	
3. LOCATION	The above described equipment shall be loca	ted at:	
agreement by deli	vering written notice to the other party at least	30 days prior thereto.	
	5 and shall continue from month to month the	reafter. Either party may termin	nate this lease
30 DAYS	if this agreement will be in effect as of i -	nd continue for a mi	nimum of
	15	/1/21	

^{*} This equipment shall not be relocated or removed without prior notification and written consent of the lessor.

850 – 92nd Ave. #5 Oakland, Ca. 94603

Phone: (800) 595-0601 Fax (510) 225-3885

Oakland		Los Angeles	8
4. RENT: Lessee shall pay rent to the Lessor at the r above described equipment, payable in advance or on for the minimum period stated in paragraph (2) above.	the first	lars per unit, per n th the rental agreeme	nonth, for the ent is in effect
5. TRANSPORTATION: Lessee shall pay delivery. Delivery: N/A Pick Up: N/A	and pick up charges to Hollars, concurrent w _!	Lessor in the sum of ith the execution of the	nis lease.
6. DEPOSIT: Lessee shall pay a deposit (\$1,000.0 in a warehouse at the Lessee's address. This deposit the event that the Lessee defaults and/or vacates t equipment to the Lessor. This amount will be refunde after successful removal of the equipment by the Lesso payment on the rental due. If this deposit is waived it to assume all costs related to removing the equipment expense and transportation costs related to recovering	is specifically for the company premises ed to the customer at the customer at the customer at the customer at the customer and the customer at the customer at the customer at the equipment.	ost of recovery of that without regard to he conclusion of the lot be used at any time see of their financial this includes all mat	at container in returning the lease and only as a monthly responsibility erial handling
	N/A		
IF WAIVED THEN:			
ACKNOWLEDGED AND ACCEPT FINANCIAL LIA	BILITY BY SIGNING	HERE	
7. USE AND OPERATION: Lessee warrants that other than agents of employees of Lessee, each warraunder the influence of drugs or alcohol; (b) Lessee sha the equipment for the purpose for which it is designed, for monitoring the equipment on a daily basis to ensu and will notify Lessor without delay of any mechantemperature setting without Cold Box's authorization.	nted to be a careful, dall use equipment for si, in a careful and prope re that it is operating inical problems; (d) Le	dependable operator torage purposes only or manner; (c) Lessee in the manner that it essee may not chans	not operating and shall use is responsible was intended ge the pre-set
original sealed package only.	DP	(Lessee must in	nitial)
8. HOLD HARMLESS / LIMITATION OF LIAB this Agreement for incidental, special, iudirect, conswithout limitation, lost profits and business interruption other party. No right of Lessor under this section man officer of Cold Box Inc.	equential or exemplary on damages, or damage	y damages of any ki to cargo suffered by	ind, including Lessee or any

9. MAINTENANCE & REPAIRS: (a) At the end of the first 120 days of this rental agreement Lessor will inspect and perform maintenance on the refrigeration unit in accordance and compliance with the refrigeration manufacturer's recommendations to ensure that it will continue to operate as intended; (b) In the event that the refrigeration unit malfunctions, Lessor shall repair the unit at its expense, in a prompt and timely manner, with all due consideration to the parts needed to make the necessary repairs and the availability of an authorized refrigeration mechanic; (c) In the event that a repair is needed because of the Lessee's failure to operate the equipment properly, then the Lessee will be responsible for the repair cost. Also, Lessor will not be liable for any damage to cargo in the event of a mechanical breakdown.

850 – 92nd Ave. #5 Oakland, Ca. 94603

Phone: (800) 595-0601 Fax (510) 225-3885

Oakland Los Angeles

10. RETURNS and DAMAGES: Lessor requires 7 days notification from Lessee for the return and/or pick up of the above stated equipment. With respect to any equipment, Lessee shall return the same to Lessor in good condition, and working order. Termination of rent will be in effect as of the day equipment is emptied and prepared for pick up. At the time of the return a physical inspection will be done to the equipment and the Lessee shall be financially responsible for any damage done to the equipment beyond normal wear and use. If damage to the equipment occurs while at the customer's location, regardless of who is at fault, the Lessee shall be responsible for the full costs to repair the equipment and return it to its proper function and appearance.

DP	(Lessee must	initial)
	Dessee must	ANNIES COLLEGE

- 11. LESSOR'S INSPECTION: Lessor shall at any and all times during business hours have the right to enter into and on the premises, where the equipment may be located for the purpose of inspecting the same or observing its use.
- 12. LOSS AND DAMAGE; INDEMNIFICATION: Lessee shall indemnify and hold Lessor harmless from any and all injuries to or loss of the equipment; and Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, or expenses, including reasonable attorney's fees, that Lessor may suffer or incur as a result of any claims that may be made by any person or persons.
- 13. INSURANCE: Lessee shall keep the equipment insured against all risks or loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by Lessor; and shall carry public liability and property damage insurance covering the equipment. The proceeds of such insurance, at the option of the Lessor, shall be applied (a) towards the replacement, restoration, or repair of the equipment, or (b) towards payment of the obligations of Lessee hereunder.
- 14. DEFAULT: In the event that a rental invoice is more than 45 days old, the Lessor will consider the Lessee in default of this agreement and will make arrangements to repossess the equipment as soon as possible. In repossessing the equipment the defaulting company may not impede or in any way prevent the Lessor from taking possession of the equipment. Further, the Lessee will be responsible for all repossessions expenses and costs.

DP (Lessee must initial)

DP (Lessee must initial)

850 – 92nd Ave. #5 Oakland, Ca. 94603

Phone: (800) 595-0601 Fax (510) 225-3885

Oakland Los Angeles

16. AUTOMATIC CREDIT CARD BILLING: The Lessee shall submit a valid credit card for the amount due for the initial rental period and for the associated delivery and pick up fees of the refrigerated container(s). Thereafter, the customer's credit card shall be on file with Cold Box and be charged for the monthly rental due at the start of each successive rental period invoiced. In the event that the credit card charges are declined, or if the customer's credit card is no longer valid, the customer is obligated to present Cold Box with a valid credit card within 7 business days or they will be in default and this lease agreement is cancelled. Once in default, the cancellation of this lease agreement will result in immediate re-possession of the rental equipment from the customer's site. I understand and agree to these terms.

N/A lia

17. GRAFFITI: In the event that the equipment suffers graffiti or other damages to its painted exterior the lessee shall be liable for the repair or refurbishment necessary to return the equipment's exterior to its previous or normal state. This cosmetic repair cannot exceed \$500 and will be estimated by Cold Box Inc.'s designated storage depot on its return at the conclusion of the rental and charged against the lessee's credit card.

NOTICE- BEFORE SIGNING, YOU MUST INSPECT ALL EQUIPMENT, READ ALL TERMS AND CONDITIONS STATED.

The parties hereto, have executed this agreement on the date first above written at

Oakland, California:

Cold Box, Inc.	Done	4/23/2021
(Lessor)	(Signature)	(Date)
Downey Unified School District		05/05/21
(Lessee)	(Signature)	(Date)



II. 26. RATIFY Service Agreement No. 202021-354 with Southeast Los Angeles County Workforce Development to provide workforce development services for the MADE program from May 1, 2021 through June 30, 2022.

Supporting Documents



scan0809

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

SERVICE AGREEMENT Agreement No. 202021-354

en	tween Southeast Los Angeles County WDB, hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Downey Unified School District's MADE Work Experience
	See Addendum A "Scope of Work"
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,800 per student, not to exceed \$360,000.00 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 May 1, 2021 and will terminate on or before June 30, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	202021-354

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

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

Downey Unified School	District	
Service Agreement No.	202021-354	

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

DISTRICT SERVICE PROVIDER Southeast Los Angeles County Workford Downey Unified School District Name: **Business Services Business Services** Dept.: 10900 E 183rd Street Suite 350 11627 Brookshire Ave. Address: Cerritos, Ca. 90703 Downey, CA 90241 Ben Sandoval Contact: Debbie Black Contact: Phone/email: (562) 402-9336/benignos@selaco.com (562)469-6521/dblack@dusd.net

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

DISTRICT		SERVICE PR	OVIDER		
DOWNEY UNIFIED SCHOOL DISTRICT		SELACO WDB	SELACO WDB		
		Yolanda L.	Castro Digitally signed by Yolanda L. Castro Date: 2021 05 03 14:24:57 -07'00'		
Signature		Signature			
Print Name:	Christina Aragon	Print Name:	Yolanda L Castro		
Print Title:	Associate Superintendent Business Services	Print Title:	Executive Director		
Date:	June 1, 2021	Date:	5/3/2021		
	District use only	y below line			
John M. Harris	mber to be Charged 01.0-63820.0 s, Director College and Career Reading Title of Site Administrator-Please	ess	May 4- Zo2)		
Signature of	f Site Administrator		0 _{Date}		
Signature o	f Program Director ONLY IF usin	ng categorical funds	Date		
	School District		Page 4 of 4		

Addendum A – Statement of Work (SOW)

Downey Unified School District/SELACO WDB

FY 2021

The SELACO WDB will provide administrative and workforce development services to support the placement of Downey Unified School District's MADE Work Experience students. Services will include:

- Assist Downey USD staff and project consultants with assigning students to suitable worksites.
 Including, as needed, identifying potential worksites.
- Provide up to ten (10) virtual, pre-employment workshops to enrolled participants.
- As the employer on-record, establish a payroll services process for <u>not to exceed 200 250</u> students to receive payment for a total of 100 work experience hours.
- Provide DUSD with monthly payroll reports to assist on-stie staff with tracking available work hours per student.
- Per labor law requirements provide students with year-end W-2 forms.

Established fix rate of \$1800.00 per student enrolled. Reimbursement is per student enrolled regardless of total hours completed. Break down of allocation to students and allocation to Administrative/Program Cost:

	The second se	Total Student Wages
	Allocation per student	\$1,800
Hourly Rate \$14	Total Hours per student 100	\$1,400
	FICA (7.65%)	\$107.10
	Workers Comp (1.00 for every \$100 earned)	\$14.00
	Total to Student	\$1,521.10
	Administrative/Program Cost	\$278.90

Enrollments will not exceed 250-200 students

Total Reimbursement will not exceed \$360,000.00450,000

Updated 04-30-2021



II. 27. RATIFY Service Agreement No. 202021-355 with Radco Ice LLC dba Kona Ice of Montebello to provide shaved ice drinks to District staff at all schools and offices in honor of Staff Appreciation Week from May 10, 2021 through May 24, 2021.

Supporting Documents



scan0810

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

SERVICE AGREEMENT Agreement No. 202021-355

be an	IIS AGREEMENT made and entered into this 6th of May, 2021 by and tween Radco Ice LLC dba Kona Ice of Montebello, hereinafter called the SERVICE PROVIDER d the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Provide shaved ice drinks to District staffs and all schools and office in honor of
	Staff Appreciation Week
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{NTE 6,000.00}{\text{NTE 6,000.00}}, \text{ not to exceed \$\frac{6,000.00}{\text{ of the services}}. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	<u>Term.</u> The term of this agreement begins May 10, 2021 and will terminate on or before May 24, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-355 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 202021-355

Motices: 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:

<u>DISTRICT</u>	SERVICE PROVIDER		
Downey Unified School District	Name:	Radco Ico	e, LLC
Business Services	Dept.:		
11627 Brookshire Ave.	Address:	8329 Tru	e Ave.
Downey, CA 90241		Pico Rive	ra, CA 90660
Contact: Debbie Black	Contact:	Raul Dua	rte
(562)469-6521/dblack@dusd.net	Phone/email:	rduarte@	kona-ice.com
IN WITNESS WHEREOF, this Agreement named parties, on the date indicated below	ow:	cepted a	
DISTRIC	SER	VICE PR	OVIDER
DOWNEY UNIFIED SCHOOL DISTRICT	<u>r </u>	ad Co	Ice, LLC.
Signature Mosel	Sign	esture .	
Print Name: Christina Aragon	Prir	nt Name:	Raul Duarte
Print Title: Associate Superintendent Business Services	Pri	nt Title:	_Owner
Date: May 6, 2021	Dat	e:	5-12-2021
District use	only below li	ne	
Account Number to be Charged 01.0-00	000.0-00000-715	00-5890-75	17770
John A. Garcia, Jr., Ph.D., Superintendent			
Name and Title of Site Administrator-Ple	ease print		and the state of the same
			5/6/21
Signature of Site Administrator			Date
2 - What is a second Director ONLY IE		AAI 41 A JA	December 1



II. 28. RATIFY Service Agreement No. 202021-356 with Mariachi Zapopan for live music for Columbus High School commencement ceremony on May 25, 2021.

Supporting Documents



scan0811

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

SERVICE AGREEMENT Agreement No. 202021-356

THIS AGREEMENT made and entered into this <u>6</u> of <u>May</u> , <u>2021</u> by and between <u>Mariachi Zapopan</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually agree as follows:
 Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Two (2) hours of live music performance for the Columbus High School commencement ceremony
on 5/25/2021 beginning at 7:00 p.m.
 Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$1,201.00 , not to exceed \$1,201.00
3. <u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. <u>Term.</u> The term of this agreement begins 5/25/2021 and will terminate on or before 5/25/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
 Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202021-356

Page 2 of 4

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

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

Downey Unified School District Service Agreement No. 202021-356

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** Mariachi Zapopan Name: **Business Services** Dept.: 2918 Indiana Avenue 11627 Brookshire Ave. Address: Downey, CA 90241 South Gate, CA 90280 Contact: Debbie Black Jonathan Rodas Contact: (323) 266-3854 (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Mariachi Zapopar Signature Signature Print Name: Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line Account Number to be Charged Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date

Downey Unified School District Service Agreement No. 202021-356

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

Page 4 of 4



II. 31. RATIFY Service Agreement No. 202021-360 with Auntie M Creative Consultant, Inc. for sound system support services for the 2020 and 2021 graduations at Downey and Warren High Schools on May 25, 2021 through May 28, 2021.

Supporting Documents



scan0812

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

SERVICE AGREEMENT Agreement No. 202021-360

bet and	S AGREEMENT made and entered into this 13 of May, 2021 by and ween Auntie M Creative Consultants, Inc., hereinafter called the SERVICE PROVIDER I the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ee 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. Sound system support services for the 2020 and 2021 graduations and promotions
	taking place at Downey and Warren High Schools.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$23,160.00 , not to exceed \$23,160.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 5/25/2021 and will terminate on or before 5/28/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District
Service Agreement No. 202021-360

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

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

Downey Unified School District Service Agreement No. 202021-360 14. <u>Notices:</u> Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

Name:

Dept.:

SERVICE PROVIDER

Auntie M Creative Consultants, Inc.

1 1 1

DISTRICT

Business Services

Downey Unified School District

11627 Brookshire Ave.	Address:	614 S. Date Ave.
Downey, CA 90241		Alhambra, CA 91803
Contact: Debbie Black	Contact:	Martyn Claes
(562)469-6521/dblack@dusd.net	Phone/email:	626-308-9774 ×104
IN WITNESS WHEREOF, this Agree named parties, on the date indicated DISTRICT	below:	cepted and agreed by the below
DISTRICT	SER	VICE PROVIDER
DOWNEY UNIFIED SCHOOL DIST	RICT Aun	tie M Creative Consultants
		Mulen
Signature	Sign	nature
Print Name: Christina Aragon	Pri	nt Name: Martyn Clares
Print Title: Associate Superintendo Business Services	ent Pri	nt Title: General Manage
Date:	Da	te: <u>5-12-2021</u>
District	use only below l	ine
Account Number to be Charged RE	Q #21*4205	
Name and Title of Site Administrato	r-Please print	
Signature of Site Administrator		Date
Signature of Program Director ONL	Y IF using categor	ical funds Date



II. 32. RATIFY Agreement No. 202021-362 with Straight A, Inc. to provide YouTube graduation streams for 12 ceremonies at District Middle and High Schools from May 25, 2021 through May 28, 2021.

Supporting Documents



scan0814

Production Contract



This Agreement is made between			
Straight A, Inc ("Producer"), andD	owney Unified	School District	("Client").
Producer hereby agrees to produce and deliver to Client ("Specified Media(s)"), subject to and in accordance with forth herein. Producer responsibilities for furnishing mediation of Production Specifications Form.	ith all terms, co	nditions, and spec	cifications set
It is the essence of this Agreement that all completed rof applicable production standards. <i>Producer</i> agrees the produced with direction, photography, sound, art, animaesthetic content as agreed upon in the Agreement.	nat the media sl	hall be of quality,	artistically
*** PROJE	CT ***		
Producer and Client agree to the project below, the propoduction outline of Addendum A Production Specific Project Title: Downey Unified School District Graduati Specified Media(s): 11 Youtube Streams for Graduatic Total Project Cost: \$22,350 Contingency Day Cost: \$N/A Due upon signing of contract: % _50\$11,175_ Due upon approval of storyboard & scripts: %\$ Due upon final completion and delivery of all media: %	on Stream on Ceremony		
Title/Description:	Unit Price	Quantity	Subtotal
- Director	\$200/hr	6 hours	\$1,200
- Camera Operator	\$100/hr	15 hours	\$1,500
- Streaming Operator	\$150/hr	15 hours	\$2,250
 Production Equipment (transport+ setup +usage) 	\$1500	6 ceremonies	\$9,000
 Pre and post production (lower third, scene, overlay, etc) 	\$150/hr	56 hours	\$8,400
Total			\$22,350

Job#	DUSD001

Production Contract (page 2)



Payment Terms

Client understands final payment for the project is required within 30 days of project completion.

For any late payments, Client may be charged at the Producer's discretion, an amount equal to the current prime rate +10% (as charged by Producer's bank from time to time) on unpaid amounts until paid, compounded monthly. If at any time, Client desires to make any changes or variations from the completed project, or the script(s) or storyboard(s) in the Specified Media(s) or from any material or work in progress and such changes result in additional costs to Producer, including person hours, reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

- · Please make all checks payable to Straight A, Inc.
- For wire transfers:
 Citibank 660 W. Duarte Rd. Arcadia, CA 91007 (Routing # 322271724 Account # 205766868)

Client:	Production Company:		
Date:	Date:	5/13/2021	
Name/Title:	Name/Title:	Straight A, Inc	
Client Address: 11627 Brookshire Avenue	_ Producer Address: _	1750 Shady Oaks Ct	
City/State/Zip: Downey, CA 90241-7017	City/State/Zip:	Azusa, CA 91702	
Signature: Christina Aragon, Associate Supt. Business Service	Signature:	ChiChung Ni	

Job# DUSD001

page 2 of 4

Addendum A – Production Specifications Form



Project Description (detailed):

Straight A, Inc will live stream 12 Graduation Ceremonies on Youtube for Downey Unified for the following schools:

Doty Middle School

Griffith	Middle	School

Sussman Middle School

Stauffer Middle School

Columbus High School

Downey High School

Warren High School

	and the sile of the same of		
2020-2021	Graduation,	Promotion	Schedule

School Site	Tues. May 25	Wed. May 26	Thur. May 27	Fri. May 28
Danman Hink		10:00 am SMS Promotion	18:00 arn DMS Promotion	
Downey High School Stadium		7:00 pm DHS Graduation Part I - 2021	7:00 pm DHS Graduation Part II - 2021	7:00 pm DHS Graduation 2020
Warren High School Stadium		10:00 am MSMS Promotion	10:00 am GMS Promotion	
	7:00 pm CHS Graduation 2020 & 2021	7:00 pm WHS Graduation Part I - 2021	7:00 pm WHS Graduation Part II - 2021	7:00 pm WHS Graduation 2020

Stream Schedule:

Stream schedule will follow the chart provided above by Downey Unified.

Pre-Production:

Research & Development on overlays, scenes, and transitions

Concept Production + Preparation for lower thirds, popups, animations, and graphics

Stream channel setup

Equipment Setup and Calibration

Network testing

Team scheduling

Production: Same as Stream Schedule above.

Camera operators for day of stream

OBS operators for day of stream

Job # ______ DUSD001



Streaming Format Setup

Below are initial files and data we will need for the creation of the overlays and scenes.

Logistical schedule: Please provide with our production team a schedule of what you would like to happen during the stream*.

Logo: .png, .jpg, .svg, .ai, .eps are all acceptable files. However, it is important to be the highest resolution to ensure it will show on screen without being blurry.

Color scheme: If you would like us to use particular colors in our design, please include the hex code if you know it (see example).



Font: If you have a specific font you would like us to use, please include the name of the font.

Lower third: the popup that has all the presenters' name and title (Please limit titles to 20 characters so

it fits on pop up graphics)



Additional files: If you have videos/pictures/presentations that need to be shown during the stream, please send them to us ASAP. Most file formats will be accepted; we will let you know if we can't use a particular type of file.

Send all pertinent info to straightAconsulting@gmail.com or create a Google folder and place all necessary files in there, then send an invite to the email above.

*Please understand that the creation process is time consuming, and as such, the sooner we can have all the information, the sooner we can ensure a quality production. If there is not enough time, we reserve the right to make changes as needed.

Job# DUSD001



II. 33. RATIFY Agreement No. 202021-363 with Opinion Interactive LLC, dba Spotlight to provide semiannual production and delivery of College and Career Readiness Guides from May 14, 2021 through May 14, 2025.

Supporting Documents



scan0815

SPOTLIGHT MASTER SERVICES AGREEMENT D.U.S.D. Agreement No. 202021-363

This Agreement between Opinion Interactive LLC, doing business as ("SPOTLIGHT"), and Downey Unified School District ("Client"), is entered into as of May 14, 2021 Client desires that SPOTLIGHT perform, and SPOTLIGHT agrees to perform, consulting services for Client, and accordingly, the parties agree to the following terms and conditions:

- 1. Engagement. Client hereby engages SPOTLIGHT to render the services (the "Services") set forth on each Statement of Work executed by the parties hereunder (each, a "Statement of Work"). The Services and each Statement of Work are governed by this Agreement. Client understands that a portion of the Services may require the acquisition or licensing of third-party software, hardware, content, graphics, or other materials ("Third-Party Materials"); that SPOTLIGHT is not obligated to resell or sublicense such Third-Party Materials to Client; and that Client is responsible for obtaining all such materials, if any, directly from the third party.
- 2. Client Responsibilities; Acceptance. Client will provide suitable equipment, information, and site and system access and facilities (including but not limited to telecommunications services, office services, and supplies). Client will also satisfy any assumptions and perform any Client obligations identified in a Statement of Work. Client shall make available to SPOTLIGHT, in a timely manner, all data, files, documentation, or other information necessary or appropriate for the performance of the Services. Client will be responsible for, and SPOTLIGHT shall be entitled to rely upon, the content, accuracy, completeness, and consistency of all such data, materials, and information. Client understands and acknowledges that there is a risk that information sent by electronic means may be viewed or received by unauthorized persons, and agrees that by sending or receiving information by electronic means, Client shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Tasks that are not specifically assigned to SPOTLIGHT in any Statement of Work are Client's sole responsibility and are subject to Client's supervision, management, and control. Client understands

that SPOTLIGHT's performance is dependent on Client's timely and effective performance of Client's responsibilities and timely decisions and approvals by Client. All Services and Deliverables provided to Client shall be deemed accepted if, within ten (10) days after delivery, Client has not provided to SPOTLIGHT written notice identifying specifically the basis for disapproval. SPOTLIGHT shall be entitled to rely on all decisions and approvals of Client in connection with the Services and Deliverables.

- Price and Payment. Except as otherwise set forth in a Statement of Work, Client will (a) pay SPOTLIGHT for Services at the rates set forth in a Statement of Work and (b) reimburse SPOTLIGHT for all out-of-pocket costs incurred by SPOTLIGHT in connection with the Services ("Expenses"). Any services provided, or costs incurred, by SPOTLIGHT to fulfill otherwise unmet assumptions or Client obligations hereunder, or at the request of Client but outside the scope of a Statement of Work, will be deemed Services or Expenses, as applicable, and are subject to the preceding sentence. Except as otherwise set forth in a Statement of Work, SPOTLIGHT will invoice for fees and Expenses on a monthly basis, and Client will pay such invoices within 30 days. Client will pay or reimburse SPOTLIGHT for any taxes assessed upon the Services, except for taxes based on SPOTLIGHT's net income. If Client fails to pay any invoiced amount within thirty (30) days from date of invoice, the unpaid amount shall accrue interest at a rate of the lesser of one and one-half (1.5%) percent per month or the highest rate allowed by law, and SPOTLIGHT further reserves the right to suspend the provision of Services under any and all Statements of Work in the event an invoice is thirty days past due.
- 4. Privacy and Security.
 - A. Compliance with FERPA. SPOTLIGHT complies with all applicable laws and regulations for handling student information, including but not limited to the Family Educational Rights

and Privacy Act ("FERPA") and similar state laws.

- B. Personally Identifiable Information. As part of the Services, Client may, directly or indirectly, provide SPOTLIGHT with access to certain information about or related to Client and/or the school or district Client are affiliated with ("School"), including without limitation personally identifiable and/or performance data regarding the students and staff thereof (all of the foregoing, "Data"). Client hereby grant SPOTLIGHT an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use and exercise all rights in the Data in connection with providing and improving its products and Services; provided, however, SPOTLIGHT will not disclose any Data to a third party in a manner that personally identifies any individual person or School, except as Client has requested or authorized SPOTLIGHT to do so through the Services.
- C. Privacy. SPOTLIGHT takes privacy seriously. SPOTLIGHT will only use the Reports and Data it receives (directly or indirectly) from Client hereunder to exercise its rights and/or fulfill its obligations hereunder, including without limitation to exercise the rights set forth in Section 4.A above. We will not use the Data for any purpose that is not disclosed in this Agreement, including, without limitation, for any targeted advertising.
- Data Deletion. If Client wishes to delete Data you provided to SPOTLIGHT, Client may do so by submitting an email request to josh@spotlight-education.com. giving us your name and contact information and the data you would like deleted. SPOTLIGHT will confirm that the data has been deleted within 5 business days.
- E. Data Ownership. Notwithstanding anything to the contrary herein, the Data you provide to SPOTLIGHT is, and always will remain, your property and under your control. Client is responsible for the accuracy of Client's Data. Upon Termination of this Agreement, SPOTLIGHT will delete all student records in

- our possession using industry standard data deletion practices.
- 5. Ownership. Upon SPOTLIGHT's receipt of Client's final payment therefore, Client shall have a perpetual, nontransferable, non-sublicensable, non-exclusive, paid-up right and license to use, copy, modify, and prepare derivative works of any deliverables originally developed in the course of the Services, whether individually by SPOTLIGHT or jointly with Client ("Deliverables"). Client's rights in the Deliverables shall be solely for Client's internal business purposes, and not for use in connection with the provision of products or services to any third party. To the extent any Deliverable contains any Underlying SPOTLIGHT Intellectual Property (as defined below), SPOTLIGHT grants to Client, subject to the terms and conditions of this Agreement, a non-exclusive, royalty-free, non-transferable, non-sublicensable license, for its internal business purposes only, to use the Underlying SPOTLIGHT Intellectual Property solely in its use of the Deliverables as contemplated by this Agreement. "Underlying SPOTLIGHT Intellectual Property" shall mean SPOTLIGHT's proprietary intellectual property, such as technology, methodologies, processes and know-how, and including without limitation SPOTLIGHT's templates, software and other tools, formulae, hardware designs, frameworks, algorithms, software code (in source and object forms), user interface designs, architecture, class libraries, objects, and documentation (both printed and electronic), and any related intellectual property rights throughout the world existing as of the Effective Date, and also including any derivatives, improvements, enhancements, or extensions of Underlying SPOTLIGHT Intellectual Property conceived, reduced to practice, or developed during the term of this Agreement. SPOTLIGHT shall own all right, title, and interest in and to the Deliverables and the Underlying SPOTLIGHT Intellectual Property. All intellectual property rights in the Deliverables and the Underlying SPOTLIGHT Intellectual Property shall remain in and/or are assigned to SPOTLIGHT by Client, and Client shall have or obtain all necessary authority to make such assignment. The parties will cooperate with each other and execute such other documents as may be reasonably deemed

necessary to achieve the objectives of this Section. Nothing contained herein will be construed as limiting SPOTLIGHT's rights to use or market any of its intellectual property, including but not limited to methodologies, know-how. workplans, software. and functional and technical architecture, as well as pre-existing materials and related documentation, without obligation of any kind to Client. Any SPOTLIGHT software delivered to Client by SPOTLIGHT that was not developed by SPOTLIGHT under this Agreement will be subject to a separate license agreement with respect to such software, and until such agreement is executed. Client will have a revocable, non-transferable license for its internal business use only to any such software. To the extent this Agreement contemplates SPOTLIGHT's use of, or combination with, other intellectual property or data, or other interaction of or with any intellectual property (including software) or data supplied by Client, Client warrants that it has the right to so supply such intellectual property or data for such use, combination, or interaction, and Client will indemnify and defend SPOTLIGHT against any claims to the contrary. Notwithstanding the foregoing, the rights granted by SPOTLIGHT hereunder do not include any Third-Party Materials, which shall be subject to the terms and conditions of the applicable license or other agreement between Client and such third party.

6. Warranties and Remedies.

A. Industry Standards. SPOTLIGHT warrants that all Services will be performed in accordance with applicable industry standards. If any element of the Services does not conform to the foregoing warranty in any material respect, and Client provides SPOTLIGHT with written notice describing the material nonconformity within the claims period identified in Section 5.D, SPOTLIGHT will reperform such element in a manner that does conform, except that if such reperformance is impracticable, in SPOTLIGHT's sole discretion, SPOTLIGHT will refund the fees allocable to such nonconforming element. The foregoing remedy represents Client's sole remedy, and SPOTLIGHT's sole liability in the event of a non-

- conformity with the warranty provided in this Section 5.A.
- B. Infringement. SPOTLIGHT warrants that its provision of Services hereunder will not infringe any United States patent, or any copyright or trade secret, which is protected under United States law on the date hereof. This warranty does not apply to infringement arising out of Client's use of the Services in combination with any software not furnished by SPOTLIGHT, Client's use of the Services in a manner for which they were not designed, or modifications to the Services by Client or a third party. If the use of any element of the Services is enjoined as a result of any claim arising out of a breach of this warranty, SPOTLIGHT will, at its option and expense (i) procure for Client the right to continue to use such element, (ii) replace such element with a comparable element which is noninfringing, (iii) modify such element so it becomes noninfringing, or (iv) refund to Client the fees paid hereunder allocable to such element. Any such modified or replacement element will conform to SPOTLIGHT's warranties contained herein. SPOTLIGHT will indemnify Client from and defend Client against any third party claim of patent or copyright infringement that arises solely out of breach of the foregoing warranty, by paying the costs of defending, and damages awarded in respect of, such claim, but only if Client promptly advises SPOTLIGHT of such claim in writing, tenders the defense thereof to SPOTLIGHT, cooperates with SPOTLIGHT in the conduct of such defense, and uses reasonable efforts to mitigate its damages.
- C. Exclusivity. The warranties set forth in this Section 5 are exclusive. NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A **PARTICULAR PURPOSE** MERCHANTABILITY), WILL APPLY. Without limiting the generality of the foregoing, SPOTLIGHT will have no responsibility for the adequacy or performance of (i) any software not created by SPOTLIGHT pursuant to this Agreement, (ii) any hardware, or (iii) any

services provided by any third party. The express remedies set forth in this Section 5 will constitute Client's exclusive remedies for any claim that Services do not conform to any warranty or are otherwise defective.

D. Claims Period. No claim with respect to any part of the Services may be made more than 45 days after such part was performed unless such claim was not reasonably discoverable within such 45 day period, in which case a claim may be made at any time prior to 30 days after discovery of such claim, or 120 days after such part was performed, whichever is earlier. Any such claim will include a reasonably detailed statement of the basis therefore.

6. Liability and Consequential Damages.

- A. SPOTLIGHT's aggregate liability on all claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, for all losses or damages arising out of or relating to a Statement of Work will in no case exceed an amount equal to three times the average monthly fee actually paid SPOTLIGHT pursuant to that Statement of Work. Any costs incurred. and services (at the rates in such Statement of Work) provided, by SPOTLIGHT in connection with any attempt to provide an express remedy or indemnity provided for in this Agreement or such Statement of Work will be deemed amounts paid by SPOTLIGHT for purposes of its aggregate liability.
- B. In no event, whether based on contract. indemnity, warranty, tort (including negligence), strict liability, or otherwise, will SPOTLIGHT, its Affiliates (as defined below), or subcontractors, or any of their respective directors, officers, employees or agents, be liable for (i) special, incidental, exemplary, punitive, consequential, or indirect damages, including without limitation lost sales, profits, or revenue, or claims of customers, suppliers or funders of Client for such damages, (ii) any losses or damages connected with, or resulting from any data, software, hardware, or services

- provided by Client or any third party, or (iii) any statement or representation made by a SPOTLIGHT employee regarding a third party vendor. The foregoing limitations and disclaimers will apply irrespective of whether the possibility of such damages has been disclosed to SPOTLIGHT in advance or could have reasonably been foreseen by SPOTLIGHT. For purposes of this Agreement, the term "Affiliate" includes any person or entity which, directly or indirectly, (i) is owned or controlled by the party in question, (ii) owns or controls such party, or (iii) is owned or controlled by any person or entity described in clause (ii) of this sentence.
- C. Allocation of Risk. The allocations of liability in this Section 6 represent the agreed and bargained-for understanding of the parties and SPOTLIGHT's compensation for the Services and Deliverables reflects such allocations. The parties agree further that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any director, officer, stockholder, or employee of the other party in connection with this Agreement.
- 7. Force Majeure. SPOTLIGHT will not be liable for any delay in performance or inability to perform due to force majeure, including without limitation any acts of God, acts or omissions of Client, major equipment failures, fluctuations or nonavailability of electrical power or telecommunications equipment, or any other act, omission, or occurrence beyond SPOTLIGHT's reasonable control. If SPOTLIGHT's performance is delayed by force majeure, the time for performance will be extended.
- 8. Injury and Property Damage. Except to the extent the indemnified party is compensated by insurance, SPOTLIGHT and Client (a) will indemnify each other from any liability for bodily injury (including death) or tangible property damage caused by the indemnifying party's acts or omissions and (b) will, at the indemnifying party's expense, defend any suits or other proceedings asserting such liability brought by third parties

against the indemnified party and will pay all expenses and satisfy all judgments which may be incurred or rendered against the indemnified party, but only if the tangible property damage, personal injury, or death does not result from the sole negligence of the indemnified party.

- Use of Client Name. SPOTLIGHT may identify Client as a client in SPOTLIGHT's marketing materials.
- 10. Non-Solicitation. During the period beginning with the date hereof and ending twelve (12) months after all Services have been performed, neither Client nor its Affiliates will solicit for employment or services any employee or contractor of SPOTLIGHT. If, during this same period, Client employs or engages an SPOTLIGHT employee or contractor, with or without solicitation, then Client will pay SPOTLIGHT a fee equal to twelve months compensation for such individual (based on fulltime employment or services).

11. Termination.

- A. Without Cause. Either party may at any time and without cause terminate this Agreement by giving thirty (30) days' written notice of termination to the other party. Termination of this Agreement shall not affect any Statements of Work then in effect. Upon such termination, Client shall pay SPOTLIGHT for all Services rendered and Expenses incurred by SPOTLIGHT prior to the effective date of termination under completed Statements of Work, and shall continue to perform its obligations under this Agreement, including without limitation its payment obligations under Section 3, for any Statements of Work then in effect until completion of such Statements of Work in accordance with their respective terms.
- B. For Cause. Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate the applicable Statement of Work (and not any other Statement of Work) for breach of a material term or condition of the applicable Statement of Work, unless the party receiving

- the notice cures such breach within the thirty (30) day period. Upon such termination, Client shall pay SPOTLIGHT for all Services rendered and Expenses incurred by SPOTLIGHT prior to the effective date of termination. In addition, if SPOTLIGHT terminates a Statement of Work under this Section 11.B, Client shall also pay SPOTLIGHT for any demobilization or other costs resulting from such early termination.
- C. For Bankruptcy. This Agreement may be terminated by either party if the other party (a) terminates or suspends its business activities, (b) becomes insolvent, admits in writing its inability to pay its debts as they become due, makes an assignment for the benefit of creditors or becomes subject to direct control of a trustee, receiver or similar authority, or (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes, which is not dismissed within sixty (60) days after commencement of such proceeding.
- D. Effects of Termination. In the event of a termination pursuant to Section 11.A or Section 11.B, other than a termination by SPOTLIGHT pursuant to Section 11.B due to Client's failure to pay amounts properly due and owing pursuant to this Agreement, SPOTLIGHT will continue to provide Services until the effective date of any such termination and will cooperate reasonably with Client to provide for an orderly transition of the Services to Client at the time of any such termination. SPOTLIGHT will render a final billing to Client after the effective date of any such termination, and Client will pay the same in accordance with Section 3. The provisions of this Agreement will survive any such termination in accordance with their terms.

12. Dispute Resolution.

A. Mediation. Any disputes between Client and SPOTLIGHT hereunder are subject to mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association in Alameda, California as a condition precedent to the commencement of

- any binding arbitration or other legal proceeding hereunder.
- B. Arbitration. Any disputes between Client and SPOTLIGHT hereunder that were subject to but not resolved by use of the mediation procedure set forth in subsection A above will be resolved by binding arbitration in Alameda. California under the Expedited Commercial Rules of the American Arbitration Association by one arbitrator who is an attorney at law. The pre-trial discovery rules of the California CPLR will apply to such arbitration. The arbitrator will issue a written statement of Findings of Fact and Conclusions of Law underlying the arbitrator's decision and will include in any award the reasonable attorneys' fees, expert fees and costs of the prevailing party. The arbitrator may not award damages or provide for remedies in excess of the limitations contained herein. During the pendency of any such mediation or arbitration under subsections A and B herein, the parties will continue to perform their obligations under this Agreement. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceeding hereunder.
- C. Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT, OR ANY OTHER AGREEMENT OR TRANSACTION BETWEEN THE PARTIES.
- D. Injunctive Relief. Notwithstanding anything to the contrary in this Section 12, either party hereto may bring a claim for injunctive relief against the other party in the event of a dispute between them.

13. Miscellaneous.

A. This Agreement will be governed in all respects by the laws of California, without regard to any conflicts of law principle, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

- B. This Agreement contains the complete agreement between the parties. All previous and collateral agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement and, if not explicitly incorporated in this Agreement, will not be binding on either party. This Agreement may only be amended by a writing signed by both parties. Each Statement of Work issued hereunder will be deemed to be part of this Agreement. The invalidity, in whole or part, of any provision of this Agreement will not affect the remainder of that provision or this Agreement.
- C. Waiver by a party of any default by the other will not be deemed a waiver of any other default irrespective of whether such default is similar.
- D. All notices, claims, and approvals given under this Agreement must be in writing and delivered in person, by first class or express mail or facsimile addressed as set forth below or such other address that a party gives by notice. Notice given in accordance with this subsection will be deemed given when received.
- E. This Agreement may not be assigned by Client without the prior approval of SPOTLIGHT. SPOTLIGHT's rights and obligations hereunder are freely assignable and delegable.
- F. Nothing in this Agreement confers upon any person, other than the parties hereto or their respective permitted assigns and successors, any rights or remedies under this Agreement.

Each party to this Agreement is an independent contractor. No provision of this Agreement or act of the parties hereunder pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the Services. No employee or representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties. Each party is liable for all workers' compensation

premiums and liability, federal, state, and local withholding taxes or charges with respect to its respective employees and will indemnify the other

from any claims brought against the other in respect thereto.

SIGNATURES

The parties have duly executed this Agreement as of the date first above written.

OPINION INTERACTIVE LLC	DOWNEY UNIFIED SCHOOL DISTRICT
Ву:	Signature:
Name: Michael Fee	Name: Christina Aragon
Title: Co-Founder	Title: Associate Superintendent, Business Services
Date:	Date: June 1, 2021
105 E Street, #201A	Address: 11627 Brookshire Avenue
Davis, CA 95616	Downey, CA 90241
	Email: caragon@dusd.net
	Phone: (562) 469-6520
	Fax: (562) 469-6519



II. 35. RATIFY Agreement No. 202021-366 with Diverse Network Associates, Inc. dba CatapultK12 to provide and use WeTip Services website for a Pilot Program from May 1, 2021 through July 31, 2021.



Supporting Documents



scan0816

WeTip Anonymous Reporting Solution Quote

D.U.S.D. Agreement No. 202021-366

Client: Downey Unified School District	Date: May 04, 2021
Contact: Christina Aragon, Asst. Supt. Bus. Services - C/O Dr. Jagielski	Phone: (562) 469-6564
Address: 11627 Brookshire Ave, Downey, CA 90241, USA	Email: caragon@dusd.net
Contact: Kristen Arnel	contact Email: karnel@wetip.com

Pilot Project

Description	Quantity	Price	Subtotal
ONE TIME SETUP FEES			
Internet Form Reporting Setup Cloud-based tip reporting and management software setup. This includes: seamless website integration, client defined reporting groups, 10+ pre-made forms options, and virtual software training.	0	\$499.00	\$0.00
Standard Site Setup Package fee for 4-total sites includes: CatapultEMS Software Site Setup Website Graphic (for form linking) Custom QR Code (Note: Graphic design to place phone number, text, and QR code is included. Does not include custom graphic design.)	0	\$299.00	\$0.00



CatapultEMS Internet Form Reporting Cloud-based tip reporting and management system.		3	\$0.00	\$0.00
included Sites Downey Pigh School Warren High School Stauffer Middle School Gauldin Elementary School	3			
Pilot project for 4- total sites for 3 months from May 1, 2021 July 31, 2021				
WeTip 24/7/365 Form Monitoring & Triage Service Live call center operator processing your online tip submissions then taking follow up action that you define. All tips and operator actions		3	\$0.00	\$0.00
recorded in CatapuitEMS Pilot project for 4 total sites for 3 months from May 1, 2021 - July 31, 2021				
WeTip Live 24/7/365 Phone Call Center Live call center operators taking your anonymous tip reports 24 hours a day, 7 days a week, 365 days per year. Also included are our nationwide notline numbers, dedicated hotline number and WeTip website tip form submissions that generate over 25,000 tips per year.		3	\$0.00	\$0.00
Set up for district-wide shared dedicated				

			Total	\$0.00
•				



telephone line for 1 total site with 21 schools. Covered under current ASC#P contract - expiring

June 30, 2021

Payment & Terms of Use

Terms: By signing below, Client approves this quote and certifies that they understand and accept what work is to be performed for the price defined. This quote is good for 30-days. To electronically sign this quote please click on the boxes provided below. If you would prefer to hand sign this quote you can download a PDF copy then email the signed copy to sales@catapultK12.com. By signing this quote the client agrees to the Terms of Use on the WeTip.com website. By signing this quote, you are contracting with Diverse Network Associates, Inc. (DBA Catapult & WeTip 2.0) from May 1, 2021 to July 31, 2021 for the summary of fees outlined above.

Payment Frequency	Frequency Annually	
Payment Terms	Payment Due Net 30 from Receipt of Invoice	
Billing Contact Name	Accounts Payable	
Billing Contact Email	accountspayable@dusd.net	

CUSTOMER	
	May 24, 2021
Signature	Date
Christina Aragon	Associate Superintendent, Business Services
Name	Title





II. 36. APPROVE Service Agreement No. 202122-01 with Bayha Group to implement MADE Ready virtual internship program from July 1, 2021 through August 31, 2021.

Supporting Documents



scan0817

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

SERVICE AGREEMENT Agreement No. 202122-01

and	THIS AGREEMENT made and entered into this1_ of,,						
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. Implement MADE Ready virtual internship program - see attached scope of work.						
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$245,500 fixed price, not to exceed \$245,500 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.						
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.						
4.	<u>Term</u> . The term of this agreement begins <u>July 1, 2021</u> and will terminate on or before <u>August 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.						
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.						

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202122-01 shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. DISTRICT assumes no responsibility whatsoever for any property placed on the premises. SERVICE PROVIDER further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees. To the fullest extent permitted by law, the DISTRICT, its officers, officials, employees and volunteers are to be covered as insureds as respects any and all liability arising out of, or pertaining to, products of the SERVICE PROVIDER; and with respect to liability arising out of automobiles owned, leased, hired or borrowed by SERVICE PROVIDER. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers.

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

Downey Unified School District
Service Agreement No. 202122-01

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

Name:

Dept.:

Address:

SERVICE PROVIDER

Bayha Group

Suite B102-383

7875 Highland Village Pl.

DISTRICT

Business Services

Downey, CA 90241

11627 Brookshire Ave.

Downey Unified School District

Contact: Debbie Black		Contact:	June Bayha		
(562)469-6	6521/dblack@dusd.net	Phone/email:	858.837.1	1360 / june@bayhagroup.com	
named parti	S WHEREOF, this Agreenes, on the date indicated t	pelow:			
DISTRICT		SER	VICE PR	OVIDER	
DOWNEY U	NIFIED SCHOOL DISTRI	CT Bayl	a Group		
			My	~	
Signature		Sign	ature		
Print Name:	Christina Aragon	Prir	t Name:	June Bayha	
Print Title:	Associate Superintender Business Services	nt Prir	t Title:	CEO	
Date:		Dat	e:	1/12/2021	
	District u	se only below lii	ie		
Account Nur	mber to be Charged _01.0)-63880.0-38000-	10000-5	890-7460000	
John M. Ha	rris, Director of College ar	nd Career Readir	ess		
Name and T	itle of Site Administrator-F	Please print		7 4 7081	
Signature of	Site Administrator			Date 702	
Signature of	Program Director ONLY	IF using categoric	al funds	Date	
	School District			Page 4 of 4	
rvice Agreeme	ent No.				



MADE Ready Internship

Timeline for 2021



WORKSHOPS Jan 27 - June 7 Jan 27 Kick-Off Event with Q&A for ALL interested 11th graders and their families Feb 10 Workshop 1: Communication Mastery led by Arthur Joseph of Vocal Awareness Feb 24 Workshop 2: How to Stand Out with Your Resume & Cover Letter led by Lauren O'Toole from Apple Workshop 3: Creating & Updating LinkedIn Profiles to Build Your Personal Mar 10 Brand led by Dr. Ai Addyson-Zhang Workshop 4: Interviewing Tips from a Pro Apr 7 led by Sairam Suresh from Amazon Workshop 5: Meet the Industry Deep Dive Leads & Apply for the Summer Internship Apr 14 APPLICATIONS DUE May 15 Workshop 6: Interview for Summer Internship with Industry Deep Dive Leads & June 1 - 7 Other Professionals INTERNSHIP Week 1: Onboarding: Employee Handbook, sign all hiring documents; get work email address; Establish workplace expectations; Introduction to Design Thinking & June 15 - July 30 Project-Based Learning Week 2: Equity & Social Justice in the Workplace & Communication Mastery Weeks 3 - 7: Interns work in 1 of 11 Deep Dives with Industry Professionals leading 1. Animation 2. Augmented/Virtual Reality (AR/VR) 3. Biomedical Technologies 4. Cloud Computing Design Thinking Documentary Filmmaking 7. Game Design & Programming 8. Finance & Investments 9. Product Design 10. Social Media in the Workplace

*All interns attend weekly ALL STAFF meetings, complete daily surveys and weekly reflection journals. Industry guest speakers offered throughout internship.

July 26-30

11. Voices of Creativity

MADE Ready Expo - Weeklong final showcase event for all interns to present their projects to industry professionals, DUSD leaders, family, friends, and community.



Downey Unified School District MADE Ready Internship & College Admissions Academy SCOPE OF WORK 2021

BACKGROUND

Since 2015, Bayha Group has been a strategic partner in supporting Downey Unified School District's \$23,818,080 grant-funded career technical education (CTE) programs including: California Career Pathways Trust (CCPT) \$5,882,229; AMETLL \$159,980; Perkins \$765,032; CTE Incentive Grant (CTEIG) \$6,323,039; Apprenticeship \$987,000; and K12 Strong Workforce Program (K12 SWP) \$4,341,733 in 2018-19 and \$5,215,929 in 2020-21.

The proposed scope of work from the Bayha Group will be funded from 3 grants the District was awarded for 2018-21: K12 SWP \$4,341,733 and for 2019-20: CTEIG \$785,481; Perkins \$154,979 (both Perkins and CTEIG are expected to be renewable annually).

PROPOSED SCOPE OF WORK

The contract period is from January 4, 2021 to August 31, 2021.

ACTIVITIES

Bayha Group will implement the MADE Ready Internship program during Spring/Summer 2021. Approximately 250-300 Downey Unified high school 11th graders will have an opportunity to participate in online work-based learning activities with industry professionals and obtain paid work experience.

2020-21 marks the 6th year of the MADE Work Experience. Year 1, 31 students participated in the summer 100-hour paid work experience; Year 2, 35 students; Year 3, 80 students; Year 4, 115 students, and Year 5, 180 students.

MADE Ready Internship Program Components

Phase 1: Recruitment and Skills-Building Workshops – all juniors invited from DHS, WHS, CHS (January – June 2021)

Students participate in online districtwide webinars facilitated by industry professionals on topics:

6 Workshops that support development of essential workplace intelligence skills and growth mindset. These skills involve interacting with people and building confidence in the workplace. Bayha Group staff:

- Participate in regular Zoom meetings with the College and Career Readiness
 Department and administrators to build district capacity to lead workshops in the future.
- Work with SELACO WDB to enter a new contract with DUSD and coordinate paying all interns. Bayha Group supports the collection of weekly timesheets from all interns.



- Obtain approval from DUSD on all permission forms released to students and parents to participate in online work-based learning activities using Adobe Sign. Online activities may include, but are not limited to, the following: Zoom meetings and webinars, Mighty Networks and email communication.
- Create and implement a process to request and collect electronic signatures for media release and hiring documents from parents/guardians and students.
- Work closely with College and Career Technicians at Downey and Warren High Schools to share email communications to students and families about MADE Ready Internship.
- Engage and recruit industry professionals for Workshops and leading Deep Dives.
- Create and implement an online scheduling tool for students and industry professionals to choose which session to participate in.
- Create Zoom meeting invitations and "how-to" videos for students and industry professionals for Workshops
- Host Zoom sessions for hundreds of students to participate in 6 Workshops.
- Send out a student satisfaction survey via Qualtrics to all participants.

Phase 2: MADE Ready Internship

Students will participate in online work-based learning activities curated and facilitated by Bayha Group and participate in a series of mentorship sessions with industry professionals to acquire workplace intelligence skills.

Online activities to be completed by the end of July 2021.

Implement MADE Ready Internship program:

- Participate in Zoom meetings with the College and Career Readiness Department to build capacity with DUSD staff.
- Online activities may include, but are not limited to, the following: Zoom meetings and webinars, Mighty Network and email communication.

Timeline for Summer 2021 - MADE Ready Internship

Week 1:

ALL INTERNS: On-Boarding, Design Thinking & Project-Based Learning

Design-Thinking process based on Stanford University's d.school model. Interns will
focus on strategies for how to solve complex problems and design and build innovative
solutions for future growth. They will engage with revolutionary ways of thinking about
their work and future careers.

Week 2:

ALL INTERNS: Equity and Social Justice in the Workplace

- Session topics include
 - o Identity
 - o Racism and anti-racism
 - o Privilege
 - How to communicate with difficult people
 - o Affinity groups



ALL INTERNS: Communication Mastery led by Arthur Joseph of Vocal Awareness (Vocal Awareness.com):

- Persona Statement
- 30-second elevator pitch
- Preparation for Showcase

INTERNSHIP

Weeks 3 - 7:

Each Intern will be participate in 1 of 11 Deep Dives

Deep Dive 1: Animation led by BRIC Foundation

- Assemble a project pitch for an animated TV series, with the end result being a pitch package that the student could then shop to Hollywood networks and streamers.
- Guided by top animation industry development executives, students will be trained in how to not only put their projects together but also in how to pitch their projects.
 Practice pitch meetings will be a regular occurrence throughout the program.
- Final deliverable is an animation pitch packet that would be 1) an animatic with a brief one-page pitch write up or 2) a mini-bible or presentation with supporting artwork.
- BRIC would partner with an animation studio and a school each week.
- Animation studios might include Sony Pictures Animation, Nickelodeon, Netflix, Cartoon Network, and Disney.
- Schools might include Schoolism, Gnoman, ArtCenter, CSU Long Beach, CalArts, USC, UCLA, and Santa Monica College.
- Present final project as part of the MADE Ready Expo

Deep Dive 2: Augmented/Virtual Reality (AR/VR)

- Create storyboard and project management
- Use Zoe.com and Tiltbrush
- Work with Oculus AR/VR headsets to design interactive game
- Create videos of progress on project
- Work in teams
- Present final project to San Diego Comic-Con
- Present final project as part of the MADE Ready Expo

Deep Dive 3: Biomedical Technologies

- Work with industry professionals focused on CRISPR technologies
- History and impact of genetics
- Present final project in MADE Ready Expo

Deep Dive 4: Cloud Computing

- Learn about A+ certifications, AWS certification, and cloud computing career opportunities
- Work on industry-based Cloud Computing applications such as Salesforce, Dropbox, GDrive



- · Learn basic networking protocols and assess areas of career interest
- Present final project as part of the MADE Ready Expo

Deep Dive 5: Design-Thinking

- Identify a problem which can solved utilizing the design process
- Identify personal connection to the problem
- Explore the project viability through process of team brainstorming, ideation, and prototyping
- Identify and address preliminary biases, roadblocks, scope, and scheduling issues
- Deep-dive research techniques which may include outreach to industry professionals
- Determine best deliverable for projects
- Prepare and deliver practice pitch to senior team for approval
- Prepare final deliverable incorporating research and feedback loops
- Present final project as part of the MADE Ready Expo

Deep Dive 6: Documentary Filmmaking

- Identify a story that needs to be told and documentary style that best fits that subject
- Choose film subject matter
- Select and get familiar with filming equipment and editing software
- Research subject and build out concept
- · Write script for narration or prepare questions for interviews
- Film interviews, record narrative, capture visual and audio for telling the story
- Collect additional assets (i.e., source archival and stock footage, sound effects, copyright-free music, logos)
- Edit footage and create a rough-cut for review
- Re-edit footage, color and audio balance, and create titles and credits, subtitles (if needed)
- Polish and finalize edits, upload to share
- Present final project as part of the MADE Ready Expo

Deep Dive 7: Game Design & Programming

- Explore Unity and Unity certification
- Learn fundamental C# programming in Unity
- Create simple game, character, and narrative design
- Participate in industry-driven project based game development
- Present final project as part of the MADE Ready Expo

Deep Dive 8: Finance & Investment

- Examine the world around for trends and products, and identify companies connected to them
- Consider career aspirations and research companies connected to those careers
- Write investment recommendations
- Create a team podcast to pitch a company to their colleagues
- Give and receive written and oral critique to each other and from the team lead



- Review balance sheets, income statements, statements of cash flow, 10-K, 10-Q, company press releases, and industry analyses
- Daily scrum meeting
- Present final project as part of the MADE Ready Expo

Deep Dive 9: Product Design

- · Identify products that need redesign
- Product vision and strategy
- Define value proposition and success criteria
- Research target audience including personas, conduct interviews, research competition, and product priorities
- Design sprint
- Prototype
- Present final project as part of the MADE Ready Expo

Deep Dive 10: Social Media in the Workplace

- Leverage social media to build personal brand
- Gain skills for building a digital network and digital storytelling
- Co-create content to post on social media appropriate for the workplace
- Create livestream show and invite guests to participate in the project to practice communication, collaboration, creativity, and critical thinking skills
- Present final project as part of the MADE Ready Expo

Deep Dive 11: Voices of Creativity

- · Research and contact professionals in the creative industries to interview
- Write interview questions
- Conduct recorded interviews with industry professionals
- · Edit recordings and make available on various social media platforms
- Present final project as part of the MADE Ready Expo

MADE Ready Expo

ALL INTERNS: Present final project as part of the weeklong MADE Ready Expo

- Invite industry professionals, DUSD leaders, families, community, and other stakeholders
- Each intern will demonstrate communication skills, presentation skills, use and showcase, imagery, etc.
- Videos of all presentations will be recorded and edited as deliverables that can be shared on social media

ONGOING DATA COLLECTION & REPORTING

Provide data analysis and summary report to funders

- Daily feedback surveys
- Weekly reflection journals
- Final reflection journal



COLLEGE ADMISSIONS ACADEMY to support students in writing the UC personal insight questions from June to August 2021.

- Recruit students from MADE Ready Internship program as well as other students interested in working with a writing coach.
- Coordinate with student summer schedules and schedule students for student sessions with the writing coach.
- Be available to answer any parent and student questions about the program.
- Collect and analyze students' first draft and use those to compare to the final version of personal insight statements to assess learning and change over time.
- Create and distribute recruitment materials.
- Collect all student sign-in information for when they participate to have data to study optimal number of sessions and potential impact of sessions.
- Create and implement pre-survey and post-survey for participating students to collect data about which colleges they plan to apply to before the sessions and another survey after the sessions to see where they actually applied.



II. 37. APPROVE Service Agreement No. 202122-02 with 2 Degree Shift to implement Advanced Manufacturing and Welding pathways program from July 1, 2021 through December 31, 2021.

Supporting Documents



scan0818

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

SERVICE AGREEMENT Agreement No. 202122-02

bet and	THIS AGREEMENT made and entered into this 13 of January, 2021 by and petween 2 Degree Shift, 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. Implement Advanced Manufacturing and Welding pathways. Scope of Work attached.						
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{100,000 fixed price}{2}, not to exceed \$\frac{100,000}{2} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.						
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.						
4.	<u>Term.</u> The term of this agreement begins <u>July 1, 2021</u> and will terminate on or before <u>December 31, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.						
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.						

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- 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. <u>Attorney's Fees.</u> If any action is brought by either party against the other party hereunder, each party shall be responsible for its own expenses, including legal and accounting fees, in connection with the prosecution or defense of such action.
- 11. <u>Licenses and Permits</u>. It shall be the sole responsibility of SERVICE PROVIDER to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 12. <u>DISTRICT's Right of Retention.</u> DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. Incorporation by Reference. Any exhibits referenced herein shall be incorporated and made a part of this agreement.

Downey Unified School District Service Agreement No. 202122-02 14. <u>Notices:</u> Any notices to be given pursuant to this agreement shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail addressed to the party for whom intended as follows:

Name:

Dept.:

SERVICE PROVIDER

2 Degree Shift

DISTRICT

Business Services

Service Agreement No. __202122-02

Downey Unified School District

11627 Brookshire Ave. PO Box 53 Address: Downey, CA 90241 Lemoore, CA 93245 Contact: Debbie Black Kelly Cooper 559-670-0352 Contact: (562)469-6521/dblack@dusd.net KellyCooper@2DegreeShift.com Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT 2 Degree Shift 897D-5C42864C7AED 910BB0D5-C778-4DA5-B066-F80D3B629B4C Signature Signature Print Name: Christina Aragon Print Name: Kelly Cooper Print Title: Associate Superintendent Print Title: CEO **Business Services** Date: 1-13-2021 Date: District use only below line 01.0-63880.0-38000-10000-5100-7460003 Account Number to be Charged ___01.0-63880.0-38000-10000-5890-7460003 John M. Harris, Director of College and Career Readiness Name and Title of Site Administrator-Please print John M. Harris Digitally signed by John M. Harns Date 2021.01.13 15 48:22 -08:00 1/13/21 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds **Downey Unified School District** Page 4 of 4

Downey Strong Workforce 1 Advanced Manufacturing and Welding Proposal

Strategy: Ensure Industry-Recognized Certification in Advanced Manufacturing Pathway

Strong Workforce 1 commitments include industry alignment and recognition in Advanced Manufacturing. Complex equipment was purchased with a separate grant. At this time, industry experts who understand the work of manufacturing and do not represent a product line are needed to conduct an assessment and make recommendations for career paths, equipment sustainability, dual enrollment options, and livable wage career pathways. The following activities propose to leverage current equipment, prepare the courses pathway, and support teacher professional development.

Activity	Timeline	Budget Amount
Curriculum overview Assess existing equipment and options with industry experts and DUSD teacher(s) Research and report on career options for manufacturing roles to utilize and maintain the equipment Arrange with community college(s) for a potential CCAP or articulation agreement Outline curriculum, with associated competencies, for 1 or 2 year Curriculum details Detail course outlines based on curriculum overview feedback Review details with the teacher and four industry professionals for additions or edits Equipment and Supplies details Assess current equipment for maintenance agreements and needed parts for sustainability and technician training Recommend in-house or contracted maintenance plans for all equipment Propose potential apprenticeships and internships for student jobs transition	January 1, 2021 - March 30, 2021	\$75,000 to include a minimum of four highly experienced Advanced Manufacturing experts and a jobs, careers, equipment, certification, curriculum proposal The equipment available demands a significant plan to serve students and support teachers. All expert costs will be coordinated by 2 Degree Shift and paid by 2 Degree Shift from this line item.
Courses - Build course student facing modules to include equipment support, videos, industry interviews, and project-based learning.	April 1 - August 30, 2021	\$35,000

2 Degree Shift

Degree Shift		
 Objectives Course materials Projects Homework Assessments/rubrics 		
Build teacher-facing modules. Sector, pathway, and course Professional Development Module context, background, relevance to industry Project overview, assessment/rubrics, additional resources/ideas Homework expectations, correct answers, feedback suggestions Assessments overview, critique strategies, support materials for struggling students Teacher mentoring by industry experts	April 1 - August 30, 2021	\$35,000
Student certification set up and maintenance Set up guidelines, instructions, and project manage testing options and delivery	April 1 - December 31, 2021	\$15,000
Assess and institutionalize CCAP enrollment and industry apprenticeship opportunities Contract/MOU on CCAP Establish and mentor apprenticeship entrance requirements, paperwork, and industry partnerships	January 1 - December 31, 2021	\$25,000
Presentations as requested Monthly updates to potentially are included in BoT reporting Process and outcome evaluation Measure progress toward course and assignment course outcomes Incorporate rubric-based assessment methodologies to inform progress Conduct evaluation and improve coursework Report each semester on student progress, observations on implementation, and rubric-based assessment	January 1 - December 31, 2021	\$15,000
Total Advanced Manufacturing Pathway		\$200,000

Welding Proposal

Strategy: Create a new Welding Pathway at Columbus High School

The challenge with this proposal has been setting up welding equipment for Continuation High School. The Strong Workforce 1 proposal notes several articulated courses with Cerritos College that require equipment not available. This proposal addresses an alternate, hybrid approach that remains within the intent of Strong Workforce 1 and recommends mobile welding equipment.

Activity	Timeline	Budget Amount	
 Outline curriculum, with associated competencies, for a certificated pathway Review with the team and two industry professionals and two community college certified instructors for additions or edits Curriculum details Based on curriculum overview feedback, consultation with Cerritos College, and available space at Columbus High School, develop a partnered, alternate curriculum approach Develop a hybrid curriculum with online and in-person course hours at Columbus Develop a lab-based curriculum to take place with cohorts of students engaging with mobile welding or outside-of-class welding hours with industry partners Articulate curriculum with Cerritos College 	January 1 - March 30, 2021	This amount includes assessing space at Columbus, equipment of potential partners, mobile equipment options, industry associations, etc. to find a workable solution for welding certification. Expert hours for consultation are covered in this line item. Larry Paredes, Welding Instructor at West Hills College Coalinga is a subcontractor to design/develop reasonable and doable mobile stations and contribute to hybrid materials development.	
Courses - Build student-facing modules Objectives Course materials Projects Homework Assessments/rubrics	April 1 - December 31, 2021	\$35,000	
Build teacher-facing modules Sector, pathway and course Professional Development Module context, background, relevance to industry Project overview, assessment/rubrics, additional resources/ideas	April 1 - December 31, 2021	\$35,000	

2 Degree Shift

Total \	Welding Pathway		\$135,000
Proces	Presentations as requested Measure progress toward course and assignment course outcomes Incorporate rubric-based assessment methodologies to inform progress Report on student progress, observations on implementation, and rubric-based assessment	April 1 - December 31, 2021	\$10,000
	t Management articulation and dual nent opportunities Meetings, plans, scheduling	April 1 - December 31, 2021	\$5,000
	t certification and apprenticeships Set up guidelines, instructions, and mentor teacher/students	May 1 - December 31, 2021	\$15,000
•	Homework expectations, correct answers, feedback suggestions Assessments overview, critique strategies, support materials for struggling students		

Total Scope of Work = \$335,000

2 Degree Shift

Kelly Cooper, as 2 Degree Shift (CA C Corp) contractor EIN 71-1041243, served as an executive administrator in the CA Community College system and CTE curriculum expert. Kelly formed 2 Degree Shift in 2005 to lead workforce industry partnerships. KellyCooper@2DegreeShift.com | 559-670-0352 | 2DegreeShift.com | LinkedIn Profile



II. 38. APPROVE Service Agreement No. 202122-03 with 2 Degree Shift to implement Open-Source Downey program from July 1, 2021 through December 31, 2021.

Supporting Documents



scan0819

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

SERVICE AGREEMENT Agreement No. 202122-03

bet	IS AGREEMENT made and entered into this 12 of January, 2021 by and tween 2 Degree Shift, hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. Implement Open-Source Downey. Scope of Work attached.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{100,000}{}, not to exceed \$\frac{100,000}{} for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before December 31, 2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School	District
Service Agreement No.	202122-03

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

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

Downey Unified School District
Service Agreement No. 202122-03

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

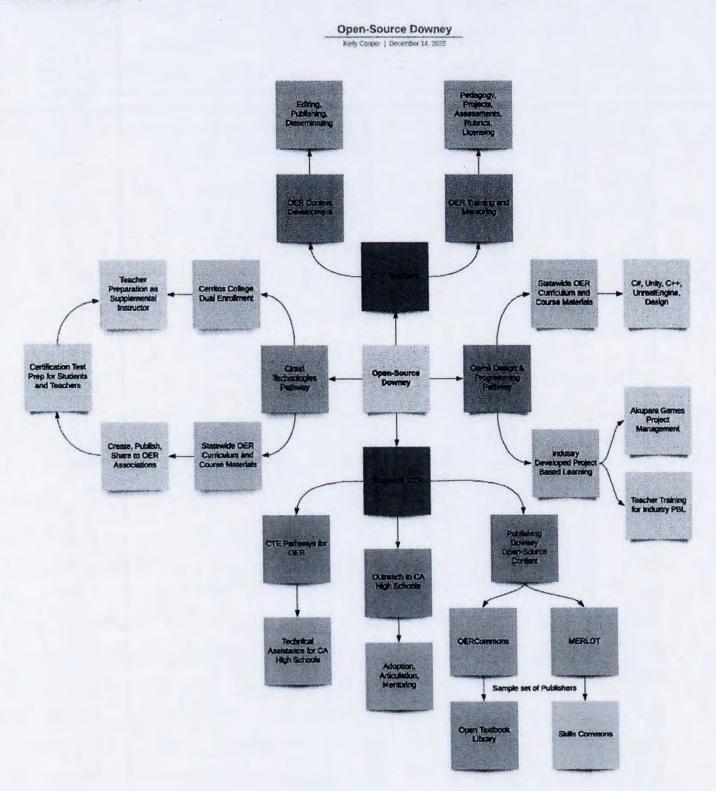
DISTRICT SERVICE PROVIDER 2 Degree Shift Downey Unified School District Name: KellyCooper@2DegreeShift.com **Business Services** Dept.: PO Box 53 11627 Brookshire Ave. Address: Lemoore, CA 93245 Downey, CA 90241 Kelly Cooper Contact: Contact: Debbie Black Phone/email: 559-670-0352 (email above) (562)469-6521/dblack@dusd.net

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

DOWNEY U	NIFIED SCHOOL DISTRICT	2 Degree Shift	
		member: 0008646C-B6E4-46 697D-6C42864C7AED 9108 C778-4DA5-6066-F80D3862	980D5- 6970-964984C7AED 919889D5-7778-40A9-8944-
Signature		Signature	
Print Name:	Christina Aragon	Print Name:	Kelly Cooper
Print Title:	Associate Superintendent Business Services	Print Title:	CEO
Date:		Date:	12-28-2020
	District use only	below line	
John M. Harri Name and 1	mber to be Charged 01.0-63880.0-s, Director of College and Career Readilette of Site Administrator-Please	ness	May 4, 2021
	f Site Administrator ' f Program Director ONLY IF using	g categorical funds	() Date

Downey Strong Workforce 3: Open-Source Downey

The diagram offers a snapshot of the Open-Source Downey Project. Open-Source supports collaboration. OER (Open Education Resources) are the DUSD-developed materials that will be shared statewide.



The Activities below represent January - December 2021; 12 months of the 30-month awarded project. Amounts align with the grant proposal submitted.

Activity Project Manage Teacher Training, Equipment, OER Publishing Create, introduce and conduct OER training for CTE teachers and staff (Zoom and online) Mentor teachers in OER development and project management (1-1 and support resources) Provide OER technical support for CTE teachers (workshops and individual support)	Timeline January 1 - December 31, 2021	Budget Amount \$12,000
Activity Extend and expand ICT Cloud Computing Technologies Pathway and Game Design & Programming for OER to include: industry collaboration on test prep certifications, enhanced videos for underserved student learning of basic cloud and programming technologies, project-based learning projects, additional videos and text materials for teacher professional development to confidently teach the pathway and development of an industry major project that demonstrates portfolio-level skills for job entry or college transfer • Expand teacher and student assessments, projects, videos, and supplemental materials for statewide adoption • Manage Creative Commons licensing on materials and project management update schedules • Prepare publications for multiple OER repositories	January 1 - December 31, 2021	\$72,000
Activity Provide technical assistance and expertise to ensure CTE pathways are aligned and articulate to regional community college CTE pathway programs • Audit and assess regional community college pathways to fit with regional high schools • Prepare recommendations on Open-Source Downey materials and curriculum for statewide high schools • Provide technical assistance to high schools regarding curriculum development and CTE opportunities	March 1 - December 31, 2021	\$35,000
Activity Conduct outreach and dissemination to inform California high schools and adult schools about open education resources (OER) and provide mentoring support to those interested in adopting OER at their schools Contact California high schools for interest in collaboration or adoption of Open-Source Downey OER content	March 1 - December 31, 2021	\$20,000

 Facilitate plans with high schools and advise on implementation 		
Activity Industry experts to provide a portfolio-level project to include the entire life cycle of game design, development, and production. \$25,000 in year 1 to plan and design; \$100,000 in year 2 to build and test, \$25,000 in year 3 to coach teacher with content expertise and industry knowledge • Project Management of Industry PBL partner Akupara Games to include teacher support, industry project-based learning, and student portfolio projects	January 1 - December 31, 2021	\$0 Volunteer Project Management PBL costs are noted below.
Activity Provide technical assistance and guidance for having a clear and specific alignment of CTE pathways (design, delivery, and outcomes) with OER publishing and current and projected regional labor market needs. • Publish OER (graphics, editing, presentation) • Market OER statewide • Publish engaging, encouraging materials for teacher adoption statewide	March 1 - December 31, 2021	\$85,000

\$224,000

Industry-Created Project Based Learning

Akupara Games created project-based learning (paid by 2 Degree Shift) for Strong Workforce 1. The PBL consisted of a game that students use to demonstrate for potential employers. Sections of the game are customized by students. Collaborative activities support game sections created as a student team. The Strong Workforce 3 Open-Source Downey Akupara Games contract expands the game to a two-year pathway, adds interactive activities for all students and challenges for advanced students, mentors and supports faculty readiness and comfort, and delivers a level of project students will confidently show to potential employers.

Planning of this contract begins with: "If a student comes to Akupara Games and shows this project, we will immediately want to hire and mentor as an entry-level employee." Deconstruction begins with hiring, rather than by deconstructing a game. This is a true public-private collaborative project.

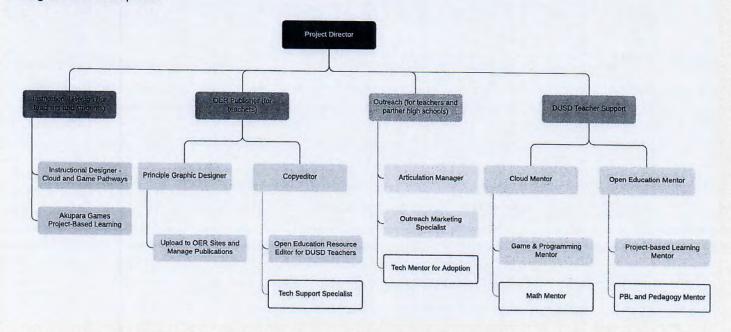
2 Degree Shift will manage this subcontractor and all deliverables statewide.

Activity	Timeline	Budget Amount
Student Hiring Planning Content for onboarding students to priorities and expectations of gaming companies	January 1 - March 30, 2021	\$20,000

Sample portfolio guidelines Sample career path guidelines Teacher mini-course Statewide perspective – course preparation and resources for teaching Game Design & Programming		
Project-Based Learning – 2-year curriculum Full game development with specified areas for student-driven game development, specified areas for student-group-driven game design/development, and specified areas for Akupara Game template. The purpose is to provide a full game for students to demonstrate individual and team contributions Teacher onboarding mini-course for PBL mentoring	January 1 – June 30, 2021	\$65,000
Develop Industry-Driven Project-Based Activities Activity challenges for students who excel Activity challenges for students in need of reinforced learning or learning style changes Short activities using gaming to amplify learning gaming and C#	January 1 – June 30, 2021	\$45,000
Test and validate games and activities with students (DUSD Interns) Test and validate games and activities with teachers Add activities as needed to expand or reinforce learning	July 1, 2021-December 31, 2021	\$20,000
Total Project-based learning Akupara Games		\$150,000

Total for January - December 2021 Open-Source Downey: \$374,000

Kelly Cooper is a 25-year veteran of CTE and has held leadership roles in Open-Source and Open Education Resource grants and projects at the state level. Kelly and the 2 Degree Shift (CA C Corp) contractor EIN 71-1041243 team are noted below:





II. 39. APPROVE Service Agreement No. 202122-04 with Elizabeth Gallardo for 35 hours of Speech and Language services for DUSD student from July 1, 2021 through December 1, 2021.

Supporting Documents



scan0820

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

SERVICE AGREEMENT Agreement No. 202122-04

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:

 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 for student

- 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.
- Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
- 4. <u>Term.</u> The term of this agreement begins <u>July 1, 2021</u> and will terminate on or before <u>December 1, 2021</u> provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
- Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

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

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 Elizabeth Gallardo Name: **Business Services** Dept.: P.O. Box 1644 11627 Brookshire Ave. Address: Beliflower, CA 90707-1644 Downey, CA 90241 egallardosipbcba@gmail.com Contact: Debbie Black Contact: Phone/email: 562-565-5107 (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Elizabeth Gallardo Signature Print Name: Floatado Gallado Print Name: Christina Aragon Print Title: Associate Superintendent Print Title: **Business Services** Date: Date: District use only below line 01.0-65000.0-57600-11100-5816-7430000 Account Number to be Charged Patricia G. Sandoval, Director of Special Education Name and Title of Site Administrator-Please print Jan 7, 2021 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Page 4 of 4

Downey Unified School District Service Agreement No.



II. 40. APPROVE Service Agreement No. 202122-07 with Haynes Family of Programs - STAR Academy to provide Academic Tutoring services for DUSD student from July 1, 2021 through December 31, 2021.

Supporting Documents



scan0821

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

SERVICE AGREEMENT Agreement No. 202122-07

THIS AGREEMENT made and entered into this 15 of April , 2021 by and between Haynes Family of Programs-STAR Acad., hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutual 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.			
	Academic Tutoring for; not to exceed 90 Hours			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7650.00, not to exceed \$7650.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.			
3.	<u>Include W-9.</u> Internal Revenue Service Form W-9 must be completed and included with the agreement.			
4.	Term. The term of this agreement begins 07/01/2021 and will terminate on or before 12/31/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.			
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.			

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

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District Service Agreement No. 202122-07

Page 2 of 4

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

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

Downey Unified School	District
Service Agreement No.	202122-07

Signature: Wayne Shanton (Apr 16, 2021 11:55 PDT)

Email: wshannon@dusd.net

DISTRICT

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

SERVICE PROVIDER

Downey Unified School District Haynes Family of Programs Name: **Business Services** STAR Academy Dept.: 11627 Brookshire Ave. PO Box 400 Address: Downey, CA 90241 La Verne, CA 91750 Contact: Debbie Black Jonas Maceda Contact: (562)469-6521/dblack@dusd.net Phone/email: 909-667-2107/jmaceda@leroyhaynes.or IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Haynes Family of Programs - S.T.A.R. Academy Daniel Maydeck Signature Signature Print Name: Christina Aragon Print Name: Daniel Maydeck Print Title: Associate Superintendent CEO/President Print Title: **Business Services** Date: 04/15/2021 Date: 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 PHUD Apr 16, 2021 Patricia Sandoval (Apr 16, 2021 11:53 PDT) Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Downey Unified School District Page 4 of 4 Service Agreement No. 202122-07



II. 41. APPROVE Agreement No. 202122-15 with NatureBridge for an Environmental Science Program for Downey High School students at Yosemite National Park from January 17, 2022 through January 21, 2022.

Supporting Documents



scan0822



NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Downey High School and NatureBridge (together, the "Parties") for the dates of **01/17/2022-01/21/2022** at the **Yosemite Campus**. The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons 21 or older, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Contract" means this Agreement and the Invoice.

"Environmental Science Program" or "Program" means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

"Invoice" means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Nonprofit Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision and safety of the Participants. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group Participant are scheduled to arrive at the NatureBridge Campus.

NatureBridge Responsibilities. NatureBridge shall:

- 1. Provide the Invoice to the Group with this Agreement.
- Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
- 3. Be responsible for the safety and supervision of all Participants at all times during each Program Day except under certain circumstances outlined below in Group Responsibilities.

Group Responsibilities. The Group shall:

- 1. Make timely payment of all amounts due pursuant to this Contract.
- 2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at naturebridge.org or will be provided upon request.
- 3. Ensure that, by no later than the first day of the Program, NatureBridge Participant Agreements have been completed, signed and submitted to NatureBridge by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Agreement.

Updated 2.15.21

Page 1 of 5

Invoice number: 2201-000164



- 4. Provide all transportation of Participants to and from the Program.
- 5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure the safety and appropriate supervision of all Minor Participants.
- 6. Screen Participants for illness prior to arriving on Program. Require any ill Participants to remain home.
- Assume full responsibility for the safety and supervision of all Participants during all times that are before or after each Program Day.
- Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
- Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions
 or limitations of Minor Participants, and for administering any medication to Minor Participants in
 accordance with School policies.
- Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
- 11. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge polices; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
- Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
- 13. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
- 14. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

<u>Deposit Policy</u>: The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

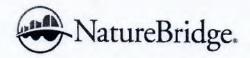
Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: Yosemite: minimum 14 Participants. Golden Gate: minimum 12 Participants. Olympic: minimum 12 Participants. Southern California: minimum 25 Participants at Circle X Ranch, minimum 30 Participants at Hess Kramer, minimum 15 Participants at Shalom Institute, and minimum 15 Participants for day Programs. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

<u>Group Reservation Confirmation</u>: Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of the original number of Participants so long as the Group gives written notice to NatureBridge of such decrease not less than ninety (90) days before the Scheduled Arrival Date, and in the event of such timely notice of decrease, the final amount owed pursuant to the Invoice shall be reduced to reflect the permitted decrease in the number of Participants. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.

Updated 4.8.21 Page 2 of 5 Invoice number: 2201-000164



• The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90th) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.

<u>Final Payment</u>: Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

<u>Scholarship Fee</u>: A \$2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000.00, for the activity covered by this Contract, which includes sexual abuse and molestation coverage of at least \$1,000,000 for each occurrence, and agrees to name NatureBridge as an additional covered party or as additional insured on any policy of insurance or self-insurance coverage. NatureBridge agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000.00, for the activity covered by this Agreement, which includes sexual abuse and molestation coverage of at least \$1,000,000 for each occurrence, and agrees to name the Group as additional insured on any policy of insurance or self-insurance coverage.

Indemnity: The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any negligent, wrongful, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

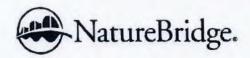
Neither NatureBridge nor the Group shall be obligated to indemnify the other party in any manner whatsoever for the acts or omissions of the other party or its Agents.

Removal of Participants: NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

Change in Program: If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program.

<u>Non-Discrimination</u>: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

<u>Privacy policy:</u> NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.



NATUREBRIDGE, A CALIFORNIA NONPROFIT PUBLIC BENEFIT

CORPORATION

<u>California Law/Severability:</u> This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: Exhibit A (COVID-19 Addendum) is hereby incorporated into this Contract by reference. The Parties agree that this Contract, including Exhibit A, constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement, Exhibit A, and the Invoice, the following order of precedence shall apply: (1) Exhibit A; (2) Invoice; (3) Agreement.

<u>Authority</u>: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

By: ______ Print Name: Judy Lin

Title: Chief Operating Officer

Dated: April 12, 2021

Dated:



Group: Downey High School Dates: 01/17/2022-01/21/2022 NatureBridge Campus: Yosemite

Please return all 5 pages of the signed contract to our office by any of the following methods:

Email: accountsreceivable@naturebridge.org Fax: 415-992-4711

Mail: NatureBridge, Attn: Accounts Receivable, 1033 Fort Cronkhite, Sausalito, CA 94965

EXHIBIT A: COVID-19 ADDENDUM

This ADDENDUM (this "Addendum") is hereby incorporated by reference into the Contract between NatureBridge and Group. All capitalized terms used in this Addendum but not otherwise defined herein have the meanings given to those terms in the Contract. The Parties acknowledge the existence of COVID-19 pandemic (the "Pandemic"), and in connection with the Pandemic, hereby agree to supplement the Contract as follows:

- 1. Mutual Termination Rights. Either Party may terminate the Contract by providing written notice to the other Party if:
 - A. A third party (including the National Park Service or a governmental agency) takes action as a result of the Pandemic which prevents NatureBridge from providing the Program with substantially the same content and value; or
 - B. A federal, state, county, or school district order issued as a result of the Pandemic (i) would prevent a majority of Participants from participating in the Program; or (ii) restricts gatherings to groups of less than 10 individuals.
- 2. NatureBridge Termination Rights. NatureBridge may terminate the Contract by providing written notice to Group if NatureBridge determines, in its sole discretion, that as a result of the Pandemic, it will be unable to provide the Program with substantially the same content and value at substantially the same cost.
- 3. Effect of Termination. If either Party terminates the Contract pursuant to this Addendum, then the Parties will observe the following procedures with respect to any amounts already paid by Group to NatureBridge for the cancelled Program (such amounts, the "Fees Paid"):
 - A. The Parties shall negotiate in good faith with respect to a replacement NatureBridge program to be provided at a mutually agreeable date. If the Parties enter into a new agreement for such replacement program, then, subject to this Section 3(A), Group will be entitled to receive a credit in an amount up to the Fees Paid to be used towards program amounts due under such new agreement. Unless otherwise agreed by NatureBridge, a Transfer Administrative Fee (as defined below) will be deducted from such credit if the following two conditions are met: (i) the start date of such replacement program is after June 30, 2022; and (ii) the Contract is terminated pursuant to this Addendum after the date that the Booking Deposit for the Program was due. If the Transfer Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference as part of the program amounts due under the new agreement for the replacement program. "Transfer Administrative Fee" means a fee equaling 8% of the total program fees that would have been payable by Group had the Program not been cancelled.
 - B. If the negotiations described in 3(A) do not result in an agreement to credit the Fees Paid toward a replacement Program, then, subject to this Section 3(B), NatureBridge will refund to Group the Fees Paid. Unless otherwise agreed by NatureBridge, a Refund Administrative Fee will be deducted from such refund if the Contract is terminated pursuant to this Addendum after the date that the Booking Deposit for the Program was due. If the Refund Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference to NatureBridge within 30 days of the date that the Contract is terminated pursuant to this Addendum. "Refund Administrative Fee" means a fee equaling 10% of the total program fees that would have been payable by Group had the Program not been cancelled. For clarity, the Refund Administrative Fee is intended to cover unrecoverable costs incurred by NatureBridge in connection with the cancelled Program.
- Order of Precedence. In the event of a conflict between the terms of this Addendum and the Contract, 4. the terms of this Addendum will take precedence.



NatureBridge Yosemite (209) 379-9511 naturebridge.org

Mar 30, 2021 1:55 PM PDT

Initial Invoice - ESCI

Invoice # 2201-000164

Downey High School

Daniel Kim 11040 Brookshire Ave

CHADOEC

Downey, CA 90241-3889

P: (562) 869-7301 | F: (562) 469-7340

E: dkim@dusd.net

Downey High School

Field Science | 3:00PM Monday, January 17, 2022 - Friday, January 21, 2022 at TBD

CHARGE	=5						
Item		Description	QTY	Price	Subtotal	Tax	Total
5 Day Stud	lent Tuition - Valley		57	\$585.00	\$33,345.00	\$0.00	\$33,345.00
5 Day Tead	cher/Chaperone Tuition - Valley		6	\$565.00	\$3,390.00	\$0.00	\$3,390.00
Scholarship	p Fees		63	\$2.00	\$126.00	\$0.00	\$126.00
Scholarship	p, ESTIMATE	complete/return scholarship app by 9/30/31 to receive award	1	\$0.00	\$0.00	\$0.00	\$0.00
Total Cha	rges						\$ 36,861.00
PAYMEN	NTS						
Date	Payment Description					Α	mount Paid
Total Pay	ments						\$ 0.00
BALANCE	DUE						36,861.00

Please remit **\$9,215.25** to the address below by **5/15/2021**. If the payment is not received by 5/15/2021, your participation in our program cannot be guaranteed!

PAYMENT IN FULL IS DUE 30 DAYS PRIOR TO ARRIVAL
Please remit to: NatureBridge, GGNRA, 1033 Fort Cronkhite, Sausalito, CA 94965
Please write your Invoice Number on your check

NatureBridge connects young people to the wonder and science of the natural world, igniting self-discovery and inspiring stewardship of our planet.



II. 42. APPROVE Service Agreement No. 202122-17 with Carrot Group, Inc. to design, launch, and operate eSports tournament for Downey Unified District High Schools from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0823

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

SERVICE AGREEMENT Agreement No. 202122-17

	IS AGREEMENT made and entered into this 1st of June 2021 by and
and	ween CARROT GROUP, INC, hereinafter called the SERVICE PROVIDER the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter called the DISTRICT mutually ree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern.
	See Addendum A
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$126,000, not to exceed \$126,000 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 July 1, 2021 and will terminate on or before June 30, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School I	District	
Service Agreement No.	202122-17	

Page 2 of 4

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

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

Downey Unified School	District	
Service Agreement No.	202122-17	

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

SERVICE PROVIDER

DISTRICT

Downey Unified School District

Service Agreement No. 202122-17

Downey Unified School District Carrot Group Name: **Business Services** President Dept.: 11627 Brookshire Ave. 2110 Artesia Blvd., Suite #523 Address: Downey, CA 90241 Redondo Beach, CA 90278 Contact: Debbie Black Alan Zack Contact: (562)469-6521/dblack@dusd.net Phone/email: (310) 994-1149/alan@gocarrotgo.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** CARROT GROUP, INC. Alan Zack Signature Signature Print Name: Christina Aragon Print Name: Alan Zack Print Title: Associate Superintendent Print Title: President **Business Services** June 1, 2021 Date: 4/30/2021 Date: District use only below line 01.0-63880.0-38000-10000-5890-7460002 \$25,000.00 01.0-63880.0-38000-10000-5100-7460002 \$101,000.00 Account Number to be Charged John M. Harris, Director, College and Career Readiness Name and Title of Site/Administrator-Please print Signature of Site Administrator Signature of Program Director ONLY IF using categorical funds Date

Page 4 of 4



ADDENDUM A

STATEMENT OF WORK

Between Carrot (CT) and Downey Unified School District (DUSD).

Term: Thursday, July 1, 2021 - Thursday, June 30, 2022

1. SCOPE OF PROJECT:

CT will:

 Design, launch, and operate an esports tournament for eligible students within the three Downey Unified High Schools to be run September 2021 – December 2022.

 Whenever possible, educate the students at the four Downey Middle Schools about esports and potential career opportunities and include them in the high school esports activities.

Continue to design and host a MADE website with frequent updates.

2. SUMMARY OF CT RESPONSIBILITIES:

HIGH SCHOOL ESPORTS TOURNAMENT

A. Esports Tournament Launch:

- · Develop a Tournament creative look and feel
- · Design Tournament branded website
- · Design and print Tournament materials
- Develop Tournament structure including drafting guidelines
- · Develop and produce team recruiting video
- · Provide support for the school coach

B. Esports Tournament:

- Build a branded Tournament website for Team Registration, Ranking, and Seeding
- Run a complete tournament for the three High Schools, including a two-week registration period, a six-week season, and a championship
- · Oversee Tournament operations for gameplay and addressing any issues/questions
- Coordinate roughly 60-minute matches between the teams scheduled outside of school hours
- · Facilitate presentations to the registered teams from our education partners
- · Generate and share PR, social media, and photo assets
- · Source a sponsor(s) to supplement costs

C. Esports Tournament Championship:

- · Source and secure a venue
- Coordinate attendees, including developing invite list, designing creative, and handling RSVP's
- · Design and print all venue signage
- Handle all logistics at venue, including draft show flow; check-in table; VIP Room; AV; photos; videos; prep teams and speakers; and draft slides
- · Design and order jerseys for team members
- · Draft and distribute media alert and press release

D. Esports Tournament Prizing:

- · Source and secure trophy for school of winning team
- . Source and secure trophies for winning team
- Handle all the logistics for the Grand Prize trips, including drafting and collecting Permission Forms; coordinating transportation, and chaperoning the winning team

E. Esports Tournament Admin:

- · Provide weekly reports to DUSD administrators during the Tournament
- · Attend meetings as needed

MIDDLE SCHOOLS

A. Integrate into High School Esports Program:

- Invite students from the four Middle Schools to the Workforce Development Session to learn about career opportunities in gaming and computer science
- · Invite students from the four Middle Schools to the Championship

MADE WEBSITE

A. Hosting:

· Provide on-going hosting and address and server issues

B. Development:

- · Conduct Quality Assurance and Testing
- · Work with groups for content

C. Updates:

· Create new content or refresh existing content as needed



II. 43. APPROVE Service Agreement No. 202122-18 with OverDrive, Inc. to provide access to Sora Service for multiple school locations throughout the District from July 1, 2021 through June 30, 2022.



Supporting Documents



scan0824

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

SERVICE AGREEMENT Agreement No. 202122-18

an ag	netween OverDrive, Inc., Sora , 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.			
	Addendum A Attached			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$3,000.00 , not to exceed \$3,000.00			
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.			
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School Dis	strict
Service Agreement No	202122-18

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

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

Downey Unified School D	istrict	
Service Agreement No	202122-18	

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

DISTRICT

SERVICE PROVIDER

Downey Unified School District	Name:	OverDrive, Inc.
Business Services	Dept.:	0-0-0-14
11627 Brookshire Ave.	Address:	One OverDrive Way Cleveland, OH 44125
Downey, CA 90241	0	Bailey Hotujac
Contact: Debbie Black (562)469-6521/dblack@dusd.net	Contact: Phone/email:	216 573-6886/bhotujac@overdrive.com
IN WITNESS WHEREOF, this Agreem		
named parties, on the date indicated b		
DISTRICT	SER	VICE PROVIDER
DOWNEY UNIFIED SCHOOL DISTRI	ICT Ove	rDrive, Inc.
		U
Signature	Sign	nature
Print Name: Christina Aragon	Pri	nt Name: Erica Lazzaro
Print Title: Associate Superintender Business Services	nt Pri	nt Title: EVP & General Counsel
Date: June 1, 2021	Da	te: 4/30/21
District u	se only below l	ine
Account Number to be Charged 01.0	-03000.0-11100-100	000-4320-7460370
John M. Harris, Director, College and Caree		
Name and Title of Site Administrator-	Please print	m. 4 7021
Signature of Site Administrator	16-04-0	Date
Signature of Program Director ONLY	IF using categor	rical funds Date
Downey Unified School District Service Agreement No		Page 4 of 4



Addendum "A" Sora Order Form

ity/State/Zip Code: Downey, CA 90241 lame: elephone: lill To Address: lity/State/Zip Code: Additional Amount to Place on D \$1,000 OverDrive sends emails about promotions, new procertive's communications and promotional emails to thoo to manage your subscription(s), including unsurers and Conditions:	Primary Contact Title: Email: Billing Contact Title: Email: Annual Fee (USD) \$ 3,000 Deposit for Future Did \$4,000 ducts and services. By contact and services and services are services as a contact and services are selected by the services are se	gital Content Purchas \$8,000 Checking this box, you of email address. These alls.	ses (USD) Other: \$
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The full Annual Fee is allocated towards the selection and any amounts placed on deposit for future Discknowledgement and Acceptance: Discknowledgement an	igital Content purchases	s will be invoiced upon	receipt of signed order forn
By (signature)	Title		4.42
Name (Print)	Date:		
Please complete this order form and ema		.com or return by fax	to +1 216-573-6889



II. 44. APPROVE Service Agreement No. 202122-19 with Bayha Group to provide grant compliance services related to Career Technology Education programs from July 1, 2021 through June 30, 2022.



Supporting Documents



scan0825

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

SERVICE AGREEMENT Agreement No. 202122-19

be an	THIS AGREEMENT made and entered into this1_ of,			
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. See attached scope of work			
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$380,500 fixed price, not to exceed \$380,500 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.			
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.			
4.	Term. The term of this agreement begins July 1, 2021 and will terminate on or before June 30, 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. <u>Insurance</u>. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

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

Professional Liability:

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

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

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

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

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

Downey Unified School District		
Service Agreement No.	202122-19	

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

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

Downey Unified School Di	istrict
Service Agreement No	202122-19

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

SERVICE PROVIDER

DISTRICT

Service Agreement No. 202122-19

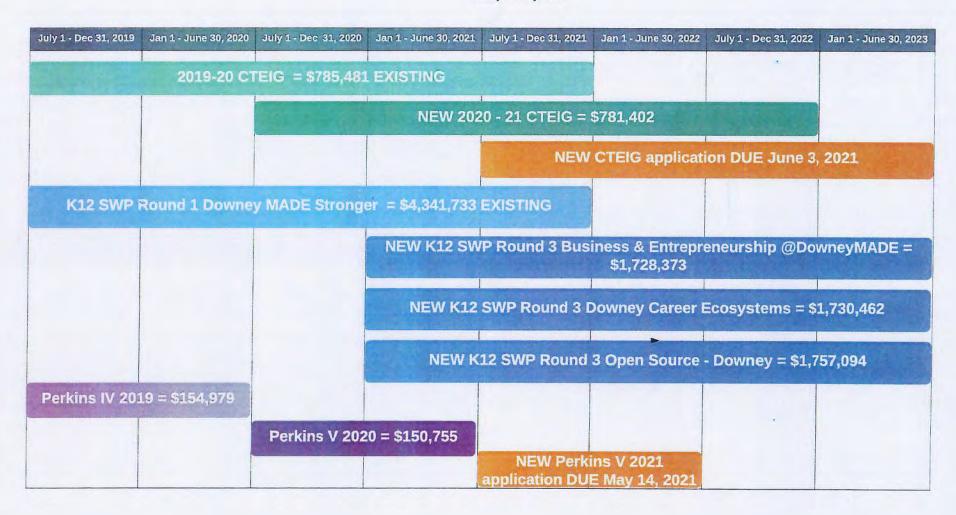
Bayha Group Downey Unified School District Name: **Business Services** Dept.: 7875 Highlands Village Pl., Ste B102-38 11627 Brookshire Ave. Address: San Diego, CA 92129 Downey, CA 90241 June Bayha Contact: Debbie Black Contact: 858.837.1360 june@bayhagroup.com (562)469-6521/dblack@dusd.net Phone/email: IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER Bayha Group DOWNEY UNIFIED SCHOOL DISTRICT Signature Signature Print Name: Christina Aragon Print Name: June Bayha CEO Print Title: Associate Superintendent Print Title: **Business Services** 5/4/2021 Date: June 1, 2021 Date: District use only below line 01.0-63880.0-38000-10000-5890-7460003 - \$100.000.00 01.0-63880.0-38000-10000-5890-7460001 - \$130,500.00 Account Number to be Charged 01.0-63880.0-38000-10000-5890-7460002 - \$150,000.00 John M. Harris, Director, College and Career Readiness Name and Title of Site Administrator-Please print Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Page 4 of 4 **Downey Unified School District**



Bayha Group - Grant Compliance Scope of Work 7/1/21-6/30/22



Total CTE Funding from 7/1/2019 to 6/30/2023 \$11,430,279



Last updated 5/4/2021



Downey Unified School District - Grant Compliance Scope of Work

BACKGROUND

Since 2015, Bayha Group has been a strategic partner in supporting Downey Unified School District's \$24,607,099 grant-funded career technical education (CTE) programs¹.

The proposed scope of work from the Bayha Group funds from 3 existing DUSD CTE grants and 5 NEW CTE grants 2021 totaling \$11,430,279 as well as 2 annually renewable grants that are IN PROGRESS currently for Perkins and CTEIG. This contract continues Bayha Group's work in addressing all required data collection, analysis, and reporting for fiscal and narrative grant compliance:

- K12 SWP Round 1 Downey MADE Stronger \$4,341,733 (EXISTING and closing Dec 31, 2021)
- 2. K12 SWP Round 3 Business & Entrepreneurship @DowneyMADE \$1,728,373 (NEW)
- 3. K12 SWP Round 3 Downey Career Ecosystems \$1,730,462 (NEW in 2021)
- 4. K12 SWP Round 3 Open Source Downey \$1,757,094 (NEW in 2021)
- 5. CTEIG 2019 \$785,481 (EXISTING and closing Dec 31, 2021)
- CTEIG 2020 \$781,402 (NEW in 2021)
- 7. Application for 2021 CTEIG in progress
- 8. Perkins IV 2019 \$154,979 (EXISTING and closing)
- Perkins V 2020 \$150,755 (NEW in 2021)
- 10. Application for 2021 Perkins 2021 in progress

PROPOSED SCOPE OF WORK

The contract period is from July 1, 2021 to June 30, 2022.

GRANT COMPLIANCE ACTIVITIES	AMOUNT
Continue to collect, analyze and report on all required compliance data required for Q4 and FINAL fiscal and narrative reporting for existing \$4.3M	\$72,362

¹ including: California Career Pathways Trust (CCPT) \$5,882,229; AMETLL \$159,980; Perkins \$915,787; CTE Incentive Grant (CTEIG) \$7,104,441; Apprenticeship \$987,000; K12 Strong Workforce Program Round 1 (K12 SWP) \$4,341,733; and K12 SWP Round 3 for 3 grants (\$1,728,373 + \$1,757,094 + \$1,730,462 = \$5,215,929).



Meet weekly with College and Career Readiness Department team to monitor budget and grant-related expenditures. Data collection includes surveys for all K12 SWP Round 1 grant-related activities and Senior Survey for all seniors. Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation for all grant partners. Ensure matching funds are not duplicated with other CTE grants.	
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for Q4 2021; Q1 2022; Q2 2022; Q3 2022 for NEW K12 SWP Round 3 Business & Entrepreneurship @DowneyMADE \$1,728,373 (grant period 1/1/2021 to 6/30/2023). Meet weekly with College and Career Readiness Department team to monitor budget and grant-related expenditures. Data collection includes surveys for K12 SWP Round 3 Business & Entrepreneurship @DowneyMADE grant-related activities and Senior Survey for all seniors. Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation for all grant partners. Ensure matching funds are not duplicated with other CTE grants.	\$62,221
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for Q4 2021; Q1 2022; Q2 2022; Q3 2022 for NEW K12 SWP Round 3 Downey Career Ecosystems \$1,730,462 (grant period 1/1/2021 to 6/30/2023). Data collection includes surveys for K12 SWP Round 3 Downey Career Ecosystems grant-related activities and Senior Survey for all seniors. Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation for all grant partners. Ensure matching funds are not duplicated with other CTE grants.	\$62,296
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for Q4 2021; Q1 2022; Q2 2022; Q3 2022 for NEW. K12 SWP Round 3 Open Source – Downey \$1,757,094 (grant period 1/1/2021 to 6/30/2023). Data collection includes surveys for K12 SWP Round 3 Open	\$63,255



Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation for all grant partners. Ensure matching funds are not duplicated with other CTE grants.	
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for existing CTE Incentive Grant (CTEIG) 2019 \$785,481 (grant period 7/1/2019 to 12/31/2021). Meet weekly with College and Career Readiness Department team to monitor budget and CTEIG 2019 grant-related expenditures. Data collection includes surveys for all CTEIG 2019 grant-related activities. Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation. Ensure matching funds are not duplicated with other CTE grants.	\$45,558
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for NEW CTE Incentive Grant (CTEIG) 2020 \$781,402 (grant period 7/1/2020 to 12/31/2022). Meet weekly with College and Career Readiness Department team to monitor budget and CTEIG 2020 grant-related expenditures. Data collection includes surveys for all CTEIG 2020 grant-related activities. Work with DUSD College and Career Readiness and Finance staff monthly to monitor District match funds and comply with all matching funds required reporting and documentation. Ensure matching funds are not duplicated with other CTE grants. Application for NEW CTEIG 2021 in progress. Bayha Group will address all grant compliance for CTEIG 2021.	\$45,321
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for Perkins IV 2019 \$154,979 including annual CTE Completers Survey and annual CTE teachers' credentials matrix.	\$15,166
Collect, analyze and report on all required compliance data required for fiscal and narrative reporting for NEW Perkins V 2020 \$150,755 including annual CTE Completers Survey and annual CTE teachers' credentials matrix. Application for NEW Perkins 2021 in progress. Bayha Group will address all grant compliance for Perkins 2021 .	\$14,321



GRANT COMPLIANCE TOTAL

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\$380,500

Proposed Grant Compliance Budget

\$380,500 from July 1, 2021 to June 30, 2022, as a fixed price contract



II. 45. APPROVE Agreement No. 202122-20 with Colbi Technologies to provide Account-Ability and Colbi Docs Software Services to the Facilities Planning & Development Department from June 14, 2021 through June 13, 2026.

Supporting Documents



scan0826

Account-AbilitySM and Colbi DocsSM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on 6/14/2021 ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 12841 Newport Ave, Tustin, California 92780 ("Colbi"), and Downey Unified School District, having its principal place of business at 11627 Brookshire Ave, Downey, CA 90241, ("Customer").

- 1. <u>Software Services Provided by Colbi</u>. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Account-AbilitySM and Colbi DocsSM software services ("Services") as set forth in Exhibit A (Exhibits).
- 2. <u>Customer License Grant</u>. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.
- 3. <u>License to Host Customer Data</u>. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.
- 4. <u>License to Use Feedback and Summarized Data</u>. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.
- 5. <u>Customer Responsibilities</u>. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.
- 6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.
- 7. <u>Invoices</u>. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.
- 8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.
- Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement,

even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

- 10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.
- 10.2 <u>Termination for Infringement Claim</u>. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.
- 10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.
- 11. <u>Suspension of Services</u>. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

- 12.1 <u>Term.</u> The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.
- 12.2 <u>Termination of Agreement</u>. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.
- 12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately unless the Customer has purchased an Archival Exit Plan for Account-Ability as described in Exhibit A prior to termination of expiration. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement. If the Colbi Technologies, Inc. # 20190530

Customer has purchased an Archival Exit Plan for Account-Ability then notwithstanding anything to the contrary herein the terms and conditions of paragraphs 2, 3, 4 and 5 shall also survive and continue in full force and effect after expiration or termination of this Agreement for the life of Account-Ability software.

- 13. Notices. All notices, requests, demands, and other communications made in connection with this Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested
- 14. <u>Force Majeure</u>. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.
- 15. <u>General Provisions</u>. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.	Downey Unified School District
Attie Boggs Lettie Boggs, CEO	
Lettie Boggs, CEO	Christina Aragon
April 26, 2021	Associate Superintendent, Business Services
Date	Title
01-0679534	June 1, 2021
Federal I.D.#	Date

EXHIBIT A Account-AbilitySM and Colbi DocsSM Software Services

During the term of this Agreement, Colbi will provide Account-AbilitySM and Colbi DocsSM software services as described below include the following:

Initial Implementation of Account-Ability and Colbi Docs

- Account-Ability will be configured to incorporate the Customer's account code structure and internal control
 processes for project budgeting development, contract award, modification, and payments.
- Colbi Docs will be configured with templates that incorporate Customer's workflow for construction control
 processes including material submittals, requests for information, and change order management.
- Colbi will provide five and a half days of management consulting and/or training as desired by the Customer
 to facilitate a smooth transition to the new system. Typical training includes:
 - A half-day interactive Flowchart Workshop with appropriate members of Customer's facilities and business services staff to fully review budgeting, contracting and payment processes and document in Account-Ability.
 - A half-day Flowchart Workshop with appropriate members of Customer's facilities staff to fully review and configure templates for construction control processes in Colbi Docs.
 - Three days hands-on Account-Ability training in the Customer's computer lab.
 - One day Colbi Docs training in the Customer's computer lab.
 - User training (create and process documents, set-up project workflow process from template).
 - Administrator training (create and monitor workflow process templates, and administration of process forms and authorized users).
 - A half-day of follow-up four to six weeks after initial training, to assure that the primary Users have adopted best practices.
- Reimbursement for reasonable travel and living expenses incurred by Colbi is required for services provided on-site.

License to Use the Software

Customer may use Account-Ability and Colbi Docs software via the Internet. There is no restriction on the number or dollar amount of contracts or projects planned, nor number of document processes supported. There is no restriction on the number of Users the Customer authorizes to use the software; however, the number of concurrent Users of Account-Ability is restricted based on the Web Services as described below. There are additional data storage fees for more than 100 gigabytes of storage used in Colbi Docs.

Annual Support Services

- Application updates to Account-Ability and Colbi Docs
- Live phone support services during normal business hours (Pacific Standard Time)¹.
 - Live on-screen support for Account-Ability is provided when appropriate.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Six (6) hours of training are provided on an as requested basis each year².
 - Customized to needs, typical training includes: new staff training, new software features, planning/budgeting, construction contract management, refresher training, etc.
- Eight (8) hours of consulting services are provided on an as requested basis each year².
- Colbi Technologies Spring and Fall Workshops
- Best Practice Advisories and Alerts

Annual Web Services

Internet access to Account-Ability and Colbi Docs will be provided to any computer meeting the required specifications when security login requirements are met. The Annual Software Fee provides for five (5) concurrent Account-Ability logins (this does not apply to Colbi Docs). Additional concurrent logins for Account-Ability may be added as provided in Fees for Services below.

Account-Ability and Colbi Docs provided with a 99.9% uptime commitment, refer to Availability below.

¹ Excludes weekends and holidays.

² Reimbursement for reasonable travel and living expenses incurred by Colbi is required for services provided on-site. Cots Technologies, Inc. # 20190530

- The Customer's data is backed-up nightly at the data center, and a redundant copy is encrypted and transmitted to another location for storage. Data backups are retained for 30 days.
- Maintenance of servers, application software and database is scheduled for late evening on weekends, refer
 to Maintenance and Updates below for more details. Customer is notified in advance of any maintenance or
 updates occurring outside of scheduled maintenance windows.

Account-Ability Archival Exit Plan3

Archival data provided in a Read-Only version of the Account-Ability software: Previously Purchased

Fees for Services: Customer will pay Colbi the following fees:

- Account-Ability Implementation Fee: Waived
- Annual Software Service Fee for Account-Ability: \$20,000 per year⁴
- Colbi Docs Implementation Fee: Waived
- Annual Software Service Fee for Colbi Docs: \$5,000 per year⁴

Additional Services may be provided upon written authorization from Customer.

- Additional Account-Ability Concurrent Logins (over 5): \$575.00 per login per year⁴
- Additional Colbi Docs Storage: \$300.00 per year for each added 10 gigabytes of storage above 100 gigabytes
- Additional Training Services: \$1,050.00 per day, or \$175.00 per hour²
- Additional Consulting Services: \$165.00 per hour²

Service Commencement Date: Upon completion of training; target date on or before ___June 14, 2021

Availability

Colbi commits to 99.9% uptime and availability of Account-Ability and Colbi Docs software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Account-Ability and Colbi Docs software that cannot be resolved immediately through phone support as follows:

- Severity 1 Issues: Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1
 Issues within two hours after receipt of notification and verification of the Issue.
 - Account-Ability and Colbi Docs software down, or major portions of Services down, that impacts the
 availability of the software or has degraded the software performance resulting in the inability to
 effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will
 give the highest scheduling priority and devote its best available resources to respond to Severity 1
 Issues within 15 minutes of notification.
- Severity 2 Issues: Colbi will give the next highest scheduling priority and devote its available resources to
 respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially
 reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of
 notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
 - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
 - Emergency backup or backup restoration of Customer's Account-Ability database
- Severity 3 Issues: Colbi will give the next highest scheduling priority and devote its available resources to
 respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially
 reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of

³ Customer is provided web access, via a single secure login, to Account-AbilitySM for read-only access to the Transaction module for the life of Account-AbilitySM software. This enables the Customer to view all data and print reports as long as Account-AbilitySM software is available as a commercial product. In addition, read-write access is provided to the Budget Development module. This provides full access to the financial planning tools for future building programs.

Colbi Technologies, Inc. # 20190530

notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.

- Minor bug fixes.
- An incident with little impact on data or user experience and can be handled on a scheduled basis.
- Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team, who will resolve the issue according to severity.

Hours of Operation

- Standard Hours of Operation: 8:00 AM 5:00 PM PST Monday Friday (except holidays⁴)
 - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM 8:00 AM PST Monday Friday, weekends, and holidays⁵
 - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above.
 Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Users may submit a support case through the helpdesk by emailing to <u>aasupport@colbitech.com</u> for Account-Ability issues, or cdsupport@colbitech.com for Colbi Docs issues.
 - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours (PST).
 - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - Any Issue not resolved during the pone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Account-Ability and Colbi Docs may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance	
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST	
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1st and 3rd Saturday 10PM - 2AM PST	
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3rd Saturday 10PM Sat thru 10AM Sun PST	

⁴ Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If any of the above holidays falls on a weekend, an adjacent weekday is observed as a holiday.
Colbi Technologies, Inc.
20190503



II. 46. APPROVE Agreement No. 202122-21 with Remind to provide school related voice calls and messaging services to students from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0827



RENEWAL ORDER FORM

Quote Number: Q-29483 Valid Until: 5/15/2021

P.O. Box 1077 San Ramon, CA 94583 **United States**

Customer Information:

SOLD TO:

Customer Name DOWNEY UNIFIED Contact Name Christina Aragon

Address 11627 Brookshire Avenue

Downey, CA 90241

Email Phone caragon@dusd.net

BILL TO:

Contact Name

Chris Nezzer

Address

11627 Brookshire Avenue

Downey, CA 90241

USA

Email Phone cnezzer@dusd.net (562) 469-6901

Renewal Order Form Summary:

Renewal Start Date Renewal End Date

Auto Renew

7/1/2021 6/30/2022 Yes

Renewed Contract # Payment Terms

Currency

00000140 Net 30 USD

Product	Quantity	Unit Amount	Line Item Amount	
Remind Base Plan	22,217	\$1.31	\$29,104.27	
Premium Feature: SIS Sync	22,217	\$0.00	\$0.00	
Premium Feature: Voice Calls	22,217	\$0.26	\$5,776.42	
Premium Feature: Advanced Messaging	22,217	\$0.26	\$5,776.42	
Premium Feature: Urgent Messaging	22,217	\$0.26	\$5,776.42	
Premium Feature: SIS Sync	9,890	\$0.00	\$0.00	
Premium Feature: LMS Integrations	9,890	\$0.50	\$4,945.00	
		Renewal Term	Charge: \$51,378.53	

Invoice Schedule:

Customer will be invoiced in accordance with this schedule:

Invoice 1: \$51378.53 on 7/1/2021

Terms and Conditions:

- 1 PARTIES: This Order Form (the "Order Form") is entered into by and between Remind101, Inc. ("Remind") and DOWNEY UNIFIED (the "District" or "Customer") as of the District's date of signature below (the "Order Form Effective Date").
- 2 AGREEMENT: This Order Form hereby includes, incorporates and shall be governed by the terms and conditions of the Remind District Plan Standard Agreement located at https://www.remind.com/district-agreement (together with the Order Form, the "Agreement"). Unless otherwise stated in this Order Form, all terms defined in the Agreement shall have the same meaning in this Order Form. If there is an inconsistency or conflict between the terms and conditions of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the subject matter of this Order Form.
- 3 SERVICES, FEES & PAYMENT: Unless noted otherwise above, Customer will be invoiced at the start of the service period for the Initial Term Charge, plus any additional applicable taxes.
- 4 AUTO-RENEWAL: This Order Form shall remain in full force and effect from the Order Form Effective Date through the Renewal End Date. This Order Form will thereafter automatically renew for additional 12-month terms (each, a 'Renewal Term' and collectively with the Initial Services Term, the 'Order Form Term'), unless: (i) either party gives the other party written notice of its intent not to renew this Order Form at least 60 days' prior to the end of the then-current term, (ii) this Order Form is specifically superseded by a new Order Form; or (iii) Remind and the District agree in writing to subsequent Services Terms that are longer in duration than 12 months. Unless specified otherwise above in the Order Form Summary, for the next Services Term, each Product shall renew at a Price that is 10.0% above the Unit Price in effect immediately prior to the start of such subsequent Services Term. Additionally, upon renewal, Customer will be invoiced at the start of the renewed Service Term.

Other Notes:

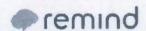
Schools Included:

ALAMEDA ELEMENTARY, CARPENTER ELEMENTARY, COLUMBUS HIGH, DOTY MIDDLE SCHOOL, DOWNEY HIGH, GALLATIN ELEMENTARY, GAULDIN ELEMENTARY, GRIFFITHS MIDDLE, IMPERIAL ELEMENTARY, LEWIS ELEMENTARY, OLD RIVER ELEMENTARY, PRICE ELEMENTARY, RIO HONDO ELEMENTARY, RIO SAN GABRIEL ELEMENTARY, STAUFFER MIDDLE SCHOOL, SUSSMAN MIDDLE, UNSWORTH ELEMENTARY, WARD ELEMENTARY, WARREN HIGH, WILLIAMS ELEMENTARY

Additional Terms:

Adding Canvas at the following schools:

Columbus High School Doty Middle School Downey High School Griffiths Middle School Stauffer Middle School Sussman Middle School Warren High School



RENEWAL ORDER FORM

Quote Number: Q-29483 Valid Until: 5/15/2021

P.O. Box 1077 San Ramon, CA 94583 United States

IN WITNESS WHEREOF, by signature below of duly authorized representatives, the parties have caused this Order Form to be executed as of the Order Form Effective Date.

Remind101, Inc. **DOWNEY UNIFIED** Signature: Signature: Christina arazon Ben McCarthy BF6A21C98A8C4C2 9715945363834C4 Name: Christina Aragon Ben McCarthy Name: Title: Title: Associate Superintendent Business Controller Date: 5/7/2021 | 10:07:48 AM PDT 5/7/2021 | 10:14:19 AM PDT Date:

> -DS BM



II. 47. APPROVE Agreement No. 202122-22 with Sullivan Media, Inc. to provide and maintain advertising space for District advertisements in the Stonewood Center Mall from July 1, 2021 through June 28, 2023.

Supporting Documents



scan0828

ADVERTISER AGREEMENT

D.U.S.D. Agreement No. 202122-22

Advertiser: Agency:	Downey U	nified School Dist		Sullivan Media, Inc. / MallAds.com	
Name:	Ashley Gre	eaney	Mall Ads.com	14301 FNB Parkway, Suite	100
Address:	11627 Bro	okshire Ave.		Omaha, NE 68154	
	N/A		"The Advertising Company	" (402) 934-5360 (Voice)	
City / State:	Downey, C	A 90241	A Division Of Sullivan Media, Inc.		
Telephone 469 E-Mail:	562 agreaney@	@dusd.net		Info@MallAds.com (E-Mail)	
Mall Property Loc	cation(s):	City/State:	Venue Type(s)	# Of Location(s)	4-Week Net Rate
Stonewood Center	r Mall	Downey. C	Backlit Panel	01 Panel	\$ 625.00
				Total Per 4-Week Fees: Total Term: Gross Contracted Fees:	\$ 625.00 104 Weeks \$16,250.00
12 weeks of this compensation for the previous control	r missed adv	will be provided w ertising time due	hout fee as o Covid during	Covid Credit:	\$1,875.00
				Net Contracted Fees:	\$14,375.00
			lia with completed graphics in to design graphics at a rate of		

This Agreement is between Sullivan Media, Inc. (or "Company") and the above-named / undersigned person or entity ("Advertiser").

1. <u>Services Provided</u>. Company will provide and maintain advertising space of the type(s) and at the location(s) designated above. Due to their nature, "Value Added" type items are not encompasses within "Services Provided".

Advertiser will, if creating itself, provide to Company the graphics for advertisements in industry standard electronic format at least fourteen (14) days prior to the Start Date. Failure to provide such materials in a timely manner, and/or any payments due prior to placement of advertising, will delay the placement of the advertisement but in no way relieves Advertiser's obligation hereunder.

Company shall not be responsible for third-party damage, vandalism, incorrect posting or placements by third party vendors and such occurrences shall not be grounds for nonpayment of contracted fees or for cancellation of contract. Company shall make repairs or corrections to panels, graphic prints, and/or postings in a reasonable time following written notice by Advertiser of such issues pertaining to the advertisement. Third party actions or any other condition or event which renders the panel to deviate from its contracted state, including but limited to property closures, advertising program discontinuations or advertising program revisions, which are not the direct responsibility of the Company, shall not be grounds for nonpayment of contracted fees or for cancellation of contract. All advertisements are subject to approval by Company. The individual signing for the Advertiser agrees to be personally liable to the terms of this Agreement in the event of default by the principal Advertiser. All rights, title and interest in and to any aspects of the panel advertisements and the materials necessary for the creation, modification, and / or customization of the panel advertisements shall be solely and exclusively owned by Company. Advertiser acknowledges and agrees that Company shall have the right to use any and all such property in the promotion of its business without prior approval of Advertiser or payment of any compensation to Advertiser.

2. <u>Term.</u> The initial Term of this Agreement shall be for a minimum period of <u>104</u> consecutive weeks from the Start Date. Company may cancel Agreement at anytime with written notice to Advertiser. Ad placement may vary up to 5 business days.

3. Fees.

- Initial Fees. Unless otherwise indicated, Advertiser shall pay to Company all "Total Initial Fees" at the time of the execution of this Agreement as well as any and all production related fees. These fees must be received by Company no less than ten, (10), business days prior to posting of advertising. These, and all other fees, are non-refundable whether Agreement is fulfilled in whole, in part, or cancelled for any reason, unless cancelled by Company without any default of Advertiser and Advertiser is not delinquent on any fees. Failure to provide such fees, and/or any payments due may delay the placement or continuation of the advertisement but in no way relieves Advertiser's obligation hereunder nor changes or modifies the contracted "Start Date" or "End Date". Agreement is non-cancellable by Advertiser. "Initial Fees" shall be applied to the first and last 4-week period advertising fees as well as any applicable production fees.
- b. <u>Fees.</u> Advertiser agrees to pay the per 4-Week period Fee in advance, without offset, on or before the due date listed on each billing. Taxes are not included in per 4-week rates. Advertiser is responsible for all applicable taxes. Payments made by credit card, if available, will be subject to a transaction fee.
- Late Fees. Payments not received within 07 days of the due date shall be assessed a late fee equal to 10% of the past due/unpaid balance and shall accrue interest at a rate equal to one and a half percent, (1.5%), compounded monthly from the due date of such payment. In the event that Advertiser's account becomes 30 days past due, all past due and future advertising fees, as outlined within the Agreement, are payable within 15 calendar days of written demand by Company to the Advertiser at the Advertisers normal place of business and / or regular billing address. Returned/NSF checks will be assessed a Service Fee of \$35.00 per check/per return. In addition to late fees and interest charges, if any, Advertiser agrees to pay all costs, including attorney fees, associated with any action to enforce this Agreement including actions to collect sums due and owing hereunder, and that said amounts may be included in any total amount sought by Company.

4. Moves / Changes.

- a. Advertiser may request to relocate advertisement(s) to another location(s) within the mall. Company will, when space is available, relocate advertisement(s) at a rate based on costs for the advertising option. Replacement or exchanges of Advertiser advertisement(s) graphics is/are to be conducted by Company only with a graphic design rate of \$95.00 per hour and a print/production rate based on costs for the advertising option. Company reserves the right to relocate advertisements within the Mall facilities.
- b. Any changes or alterations of the advertisement will be at Advertiser's expense. All graphics and all modifications to graphics are subject to approval by Company and/or property management. Proof Of Performance photo's, (POP's), if available, are typically forwarded to Advertiser within 10 to 15 business days from the advertising posting date. For Digital Advertising, Company can confirm dates of the advertising, minimum number of ads, estimated shopper traffic and estimated impressions. These are not audited reports.
- Limitation of Liability. Company shall not be liable to Advertiser for any incidental, indirect, special or consequential damages of any kind including but not limited to any loss of use, loss of business, or loss of profit.
- 6. No Warranties. Company provides no warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose.
- 7. Uncontrollable Circumstances. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather, storms or other natural occurrences; strikes or other labor unrest; power failures; acts of terrorism or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control. This shall also include acts by mall property management, mall property owners, display unit owners, and other such type entities which are outside the control of Company and without reasonable notice to Company or Advertiser.

8. Amendments; No Waivers.

- a. Any provision of this Agreement may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties.
- b. No failure by any party hereto to insist upon the strict performance of any duty or condition hereof, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any duty or condition hereof.
- Severability. If it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of this Agreement.
- 10. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any claim brought under this Agreement shall be under the jurisdiction of and filed in only the District Court of Los Angeles County, California.
- 11. Entire Agreement; No Assignments. This Agreement (a) constitutes the entire Agreement and understanding of the parties hereto and supersedes all prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof, (b) is not intended to confer upon any other person any rights or remedies hereunder, and (c) shall not be assigned, by operation of law or otherwise. No modification of this Agreement shall be valid unless it is in writing and signed by both parties.

Advertiser or Authorized Agent	Sullivan Media, Inc.		
r:	By:		
de: Assoc. Supt. Business Services June 1, 2021	David P. Sullivan, President & CEO		
ite:/	Date:/		



II. 48. APPROVE Agreement No. 202122-23 with Project Lead The Way to provide PLTW curriculum materials and software from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0829



Terms and Conditions

(D.U.S.D. Agreement No. 202122-23)

These terms and conditions outlined in this agreement ("Agreement") are between Downey Unified School District, located in CA (the "Program Participant") and PROJECT LEAD THE WAY, INC., ("PLTW").

PLTW has established a comprehensive education program (the "Program"), which consists of various distinct curricular programs including PLTW Launch, PLTW Gateway, PLTW Biomedical Science, PLTW Computer Science and PLTW Engineering. In addition, PLTW supports and offers services to a network of school districts, colleges, universities, private sector collaborators, and other organizations.

The Program Participant wants to implement the Program, and PLTW wants to provide the Program to the Program Participant, including access to all Program curricula and annual updates as well as access to the PLTW electronic communication network, online systematic assessment and evaluation, online training, and online program support and additional benefits.

The parties want to work together to maximize the benefit of the Program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the Program.

The parties therefore agree as follows:

- 1. **Registration and Information.** The Program Participant acknowledges that it has executed a Participation Form and registered online with PLTW as of the date of this Agreement for one or more schools or sites, and has identified which distinct curricular program or programs it wishes to implement. In the event that the Program Participant elects to have additional schools or sites added, or elects to make other material changes such as additional curricular programs, the Program Participant must first provide the necessary information required by PLTW.
- 2. **PLTW Terms of Service & Privacy Policy.** The Program Participant shall comply with the PLTW Terms of Service and the Privacy Policy. The Terms of Service and Privacy Policy are available on the PLTW website, and these documents may be modified from time to time by PLTW. The Program Participant agrees that it is responsible for ensuring its compliance with these documents and for checking the PLTW website periodically for any changes. Unless otherwise stated, the current version of these documents applies to the Program, any information PLTW may have, and the terms and conditions under which the Program is operated.
- 3. **PLTW Software.** The Program curricula are supported by certain software programs that align with the curricula to provide students with rigorous and relevant application of skills. The Program Participant shall obtain or purchase annual or other available rights to the software programs that are integrated into the Program courses. If the right to use the software is on an annual basis, then the term for the rights is the then-current academic year of this Agreement, after which the Program Participant must cease the use of the software unless this Agreement is renewed for additional terms.

The Program Participant shall maintain reasonable security measures to protect the software and to prohibit its unlawful use. When not in actual use, the Program Participant shall secure the software.

- 4. Annual PLTW Program Participation Fee. The Program Participant will be assessed an annual participation fee for each school or site participating in the Program. The participation fee(s) shall be due and payable no later than August 31 of each year this Agreement is in effect. The participation fee covers required software rights, program support features to the curriculum for which a school has trained teachers, as well as the associated support systems such as end of course assessments and teacher online on-demand professional development. PLTW may adjust any participation fees at any time, provided, however, that PLTW shall provide notice of such adjustment at least ninety (90) days prior to the price adjustment.
- 5. Changes to Terms and Conditions. PLTW may modify the terms and conditions of this Agreement or add or remove terms and conditions at any time. PLTW shall make every effort to provide notice of such changes at least ninety (90) days prior to implementation. The Program Participant's continued use of the Program following such changes constitutes the Program Participant's acceptance of any such modification, additions, or deletions.
- 6. Required Teacher Training. (a) Teachers are required to successfully complete course-, unit-, or module-specific PLTW Teacher Training for each PLTW course they will instruct, as is further described below. The Program Participant will select each teacher for participation in the PLTW Teacher Training program. It is the sole responsibility of the Program Participant to ensure that every teacher meets all Federal, State and local requirements to teach each respective PLTW course. The Program Participant shall register each teacher being selected for training with PLTW by the applicable date established by PLTW. PLTW reserves the right to accept or reject any training candidate and shall determine, in its sole discretion, whether a teacher has successfully completed any required training.
- (b) Participating teachers must successfully complete Readiness Training prior to attending additional training events for a given course or unit. PLTW will provide required Readiness Training online.
- (c) Participating teachers must successfully complete Core Training for each PLTW course, unit, or module they will teach. Previously trained teachers may repeat Core Training.
- (d) Program Participants offering PLTW Launch must identify at least one (1) Lead Teacher per site to attend Core Training. Lead Teachers shall provide building-level training at their site for additional PLTW Launch teachers and shall provide continued guidance on program implementation and inventory management.
- (e) As content within a given course, unit or module is updated, PLTW may require completion of additional training.
- 7. **Equipment Used in the PLTW Program.** PLTW provides guidance on the PLTW website that includes details on equipment, supplies, and other items (collectively referred to as "**equipment**") that are required to implement the Program. In some instances, the curriculum requires the use of specific equipment (including software). Unless specific equipment is required by PLTW, the Program Participant may implement the Program using equipment purchased from vendors not listed

on the PLTW website, provided such equipment meets or exceeds program specifications and adequately supports the Program.

- 8. **Safety.** The Program Participant is solely responsible for the safe and proper implementation of the Program at its sites and schools. The Program Participant shall ensure that any facility used to teach the Program will be adequately equipped to operate the equipment safely and properly and that such facility and any equipment used therein shall at all times comply with applicable standards and customary practices relating to safety and reasonable use. The Program Participant shall be solely responsible for providing its faculty with appropriate safety training relating to the implementation of the PLTW Program and for appropriately supervising students participating in the Program.
- 9. Assessment and Examinations. The Program Participant shall administer the most current version of the End-of-Course Assessment ("EOC Assessments") provided by PLTW when applicable. The Program Participant shall administer such assessments in a computer-based format in accordance with the online systematic evaluation process, as determined by PLTW in its sole discretion. The Program Participant shall administer the EOC Assessments in accordance with the guidelines specified by PLTW and any deviation from those guidelines shall constitute a material breach under Section 16 of this Agreement unless preapproved and documented.
- 10. **Evaluation of Results.** PLTW shall study and evaluate the effectiveness of the Program on an ongoing basis in order to update instructional, curricular and assessment materials and otherwise improve the instruction that participating entities provide to students. These efforts will include the development, validation, and administration of assessments, examinations, surveys and other measurement tools. PLTW shall conduct, and the Program Participant shall participate in, online systematic assessments and regular evaluation processes.
- 11. Collection and Handling of Data. (a) In conducting the assessments and evaluations as contemplated in sections 9 and 10, respectively, PLTW may collect the following data: NCES code; teacher first/last name and email; course name; course begin date; student first/last name and ID number; student grade level; gender; date of birth; race; ethnicity; IEP status; and testing accommodations needed (collectively referred to as "data"). The parties shall ensure that any personally identifiable information remains confidential and will be used, shared, and maintained only in accordance with this Agreement, proper professional practices, and student confidentiality and applicable laws. The Program Participant shall provide annual notifications to affected individuals and implement any record-keeping and other such privacy requirements and disclosure consents relating to the performance of this Agreement.
- (b) PLTW may retain data collected during any assessment and evaluation for up to six academic years, subject to legal and or regulatory record retention requirements, after a student's estimated matriculation date, after which time the data is destroyed. At the request of the Program Participant, a copy of the data will be returned to the Program Participant prior to destruction. Such request must be made by the Program Participant by August 1st of the applicable school year, or the data will be destroyed in accordance with this Agreement. PLTW reserves the right to purge applicable data at least annually, without further notice. PLTW further agrees to delete any covered information at the reasonable request of the Program Participant where such information is under the Program Participant's control.
- 12. **Data Security and Privacy.** PLTW shall ensure that data remains secure and private, consistent with the following:

- use or access to protected data shall be limited to PLTW representatives with a legitimate interest, including limits on internal access to education records to those individuals determined to have legitimate educational interests;
- (2) education records shall not be used for any purposes other than those explicitly authorized by the Program Participant in the Agreement;
- (3) reasonable administrative, technical and physical safeguards shall be maintained by PLTW and its service providers and vendors to protect the security, confidentiality, and integrity of personally identifiable information in its custody, including by protecting information from unauthorized access, destruction, use, modification, or disclosure; by deleting covered information upon request; and by developing contracts with third party vendors and service providers that (a) require such safeguards, (b) include measures to be taken to address service interruptions, and (c) require incident response plans, breach notification and remedial measures, and liability protection and indemnification in the event of a data security incident;
- (4) encryption technology shall be used to protect data from unauthorized disclosure, and safeguards associated with industry standards and best practices, such as encryption technology, firewalls, and password protection, shall be used when data is stored or transferred;
- (5) any student records continue to belong to the Program Participant;
- (6) students can retain possession and control of their own student-generated content or transfer the same to a personal account during the course of their class;
- (7) parents, legal guardians, or eligible students may inspect, review and correct any personally identifiable information by contacting the PLTW Solutions Center team;
- (8) personally identifiable information shall not be disclosed to any party, except as follows: (a) to authorized representatives of PLTW carrying out their obligations pursuant to this Agreement; (b) to third parties where such disclosure is in furtherance of the purpose of this Agreement and such recipients are complying with legal and regulatory requirements, responding to judicial process, or otherwise protecting the safety of others or the security of the PLTW website; (c) with the prior written consent of the parent or eligible student, unless providing such notice of the disclosure is expressly prohibited by statute or court order and prior notice is instead provided to the Program Participant; or (d) to a third party if such information is being sold, disclosed or otherwise transferred in connection with the purchase, merger, or acquisition of PLTW by such third party;
- (9) personally identifiable information shall not be used for any purpose, including targeted advertising or sale or release for a commercial purpose, other than as required or specifically permitted under this Agreement;
- (10) PLTW will not knowingly amass a profile about a K-12 student, except in furtherance of K-12 school purposes;
- (11) appropriate and ongoing training on federal and state laws concerning the confidentiality of student, teacher or principal data shall be provided to any PLTW employee and officer who will have access to such protected data; and

- in the event of a data security incident which compromises personally identifiable information and that is attributable to PLTW, PLTW agrees to promptly notify the Program Participant and, to the extent agreed upon by the parties, otherwise comply with applicable laws regarding any notification obligations
- PLTW retains all rights and title to its marks, curricula, framework, methodologies, processes, information, materials and other intellectual property (collectively referred to as "materials"). PLTW grants to the Program Participant a non-exclusive, non-transferable license to reproduce and use, to the extent authorized herein, printed or electronic materials developed and/or used in connection with the Program, for the sole purpose of instruction to students at registered schools or sites that are actively providing instruction, and appropriate training for authorized faculty. Any other use, reproduction, disclosure, or distribution of such materials, including but not limited to commercial use, is strictly prohibited.
- Project Lead The Way, PLTW, the PLTW "atom" logos, and other marks used (b) in the Program are service/trademarks of PLTW. During the term of this Agreement, the Program Participant shall use the appropriate logos, marks and other identifying materials on all Program materials and communications with faculty, students, officials and community constituents. PLTW shall provide the Program Participant with appropriate instructions and labels relating to such identifying material to facilitate the proper promotion of the Program. Upon termination of this Agreement, the Program Participant shall cease using any such identifying material and shall make no representations linking any of its own educational programs to the Program without the prior written consent of PLTW. All press releases and other public pronouncements involving the Program shall be subject to the advance approval of PLTW. The Program Participant agrees to reasonably promote and publicize the Program in order to encourage student participation, and to retain the Program's distinct character. No other right or license is granted, either express or implied, for any other intellectual property right owned, possessed, or licensed by or to PLTW. All rights not expressly granted herein are expressly reserved by PLTW. All use of PLTW's marks under this license, and all goodwill existing, acquired or developed in the marks shall inure solely to the benefit of PLTW. The Program Participant acknowledges that PLTW has established certain standards of quality and character for the marks and hereby agrees to maintain PLTW's trademark use standards. The Program Participant shall not alter, modify or edit the marks without prior written consent from PLTW. The Program Participant shall not contest the validity or ownership of the marks by PLTW.
- (c) The license granted in this Agreement shall cease upon the earliest to occur of: (i) the termination of this Agreement, or (ii) PLTW providing sixty (60) days written notice to the Program Participant of its election to revoke the license. Upon termination of the license, the Program Participant shall cease to use all materials. In addition, at the election of PLTW, all materials, including any reproductions thereof, shall be immediately returned to PLTW, and in no event later than fifteen (15) days after the effective date of termination.
- 14. **Protection of Intellectual Property Owned by Nonparty.** The Program Participant agrees to adhere to any and all restrictions in connection with equipment, software, and other intellectual property use agreements between PLTW and software producers, vendors or other such entities, and to take proactive measures to protect intellectual property used or available under such agreements, as shall be requested by PLTW or the owner of the intellectual property. Upon a termination of this Agreement, the Program Participant shall discontinue use of all equipment, software, or other intellectual property

provided to the Program Participant pursuant to this Agreement or through special agreements relating to the Program Participant's participation in the Program. PLTW assumes no liability for the non-performance of the equipment, software, or other intellectual property but will provide reasonable assistance to resolve non-performance issues with the owner of the equipment, software, or other intellectual property. If the Program Participant materially breaches these restrictions, its right to use such equipment, software, or other intellectual property will be terminated and all equipment, software, or other intellectual property shall be immediately returned to PLTW or the owner. The Program Participant shall solely be responsible for any remedies sought by the owner relating to the Program Participant's breach of these provisions, and PLTW shall not be liable in any way for such breach.

- 15. **Representations of the Program Participant.** (a) With respect to the authority to bind the Program Participant, the Program Participant makes the following representations: (1) This Agreement has been duly approved by the governing authority of the Program Participant, and the person executing this Agreement on behalf of the Program Participant has been duly authorized to so act by the Program Participant; (2) This Agreement is a legally binding agreement whose rights and obligations run only between the Program Participant and PLTW, and the Program Participant's execution of this Agreement does not create rights in any other party; and (3) The terms of this Agreement do not violate or conflict with the Program Participant's charter or any other of its rules of governance, the laws of the Program Participant's State or any subdivision thereof, or any other agreement to which the Program Participant is a party.
- Participant makes the following representations: (1) the Program Participant is solely responsible for the security and safety of any software and equipment that may be provided by such Program Participant to any person in connection with the implementation of this Program; and (2) the Program Participant has implemented and will update annual notifications, record-keeping, and other such privacy requirements and verifications relating to the Program, to the extent of the Family Educational Rights and Privacy Act (FERPA), the Children's Internet Protection Act (CIPA), the Children's Online Privacy Protection Act (COPPA) or other applicable laws, including, without limitation, obtaining verifiable consent from the parents/guardians of all students to the collection and use of personal information provided through and on PLTW websites or related applications and software and use of school internet resources; and any required filtering software or mechanisms to protect students from harmful or objectionable materials.
- 16. **Default.** (a) Upon a material breach of this Agreement by either party which is not cured within fifteen (15) days after written notice is mailed to the defaulting party, this Agreement shall terminate effective upon the completion of the then-current academic year.
- (b) If the Program Participant fails to make prompt payment of the participation fee in accordance with the terms of this Agreement or to implement the Program for the academic year immediately following the date of this Agreement, then this Agreement may immediately terminate, at the option of PLTW.
- (c) In addition to the right to terminate the Agreement upon a breach thereof, the parties shall also have the right to exercise all of their respective remedies, both legal and equitable, as a result of the breach.
- 17. **Term: Annual Renewal of Agreement.** The initial term of this Agreement shall begin as of the date of signing and shall end on June 30 of the following year; this Agreement shall be automatically renewed for additional contract years (July 1 June 30) unless a party provides notice to

the other party in writing, no later than April 1 preceding the commencement of the next contract year, that it is not renewing the Agreement.

- 18. **Indemnification.** (a) To the extent permitted by law, the Program Participant shall indemnify, defend and hold harmless PLTW from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that PLTW may incur as a result of or any negligent or willful act or failure of the Program Participant or any of its agents or employees (1) to perform any of its representations or commitments under this Agreement, or (2) resulting in any loss, security breach, or compromise of any information that may be contained on software or equipment used for the Program.
- (b) To the extent permitted by law, PLTW shall indemnify, defend and hold harmless the Program Participant from and against, and in respect to, any and all losses, expenses, costs, obligations, liabilities and damages, including interest, penalties and reasonable attorney's fees and expenses, that the Program Participant may incur as a result of any negligent or willful act of PLTW or any of its agents or employees or the failure by PLTW to perform any of its representations or commitments under this Agreement.
- 19. **Assignment.** The Program Participant shall not assign any of the Program Participant's rights or delegate any of the Program Participant's obligations under this Agreement to any third party without the prior written consent of PLTW.
- 20. **Notices.** Notices or communications required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by overnight delivery, as follows:

If to the Program Participant:
Downey Unified School District
11627 Brookshire Avenue
PO 7017
Downey,CA
90241

If to PLTW:

Project Lead The Way, Inc. Attn: Program Agreements 3939 Priority Way South Drive, Suite 400 Indianapolis, IN 46240 ph:877-335-7589

- 21. Governing Law and Choice of Venue. This Agreement will be construed in accordance with and governed by the laws of the State of Indiana. Any action brought with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction within the State of Indiana. By execution of this Agreement, each Party consents to personal jurisdiction in the courts of the State of Indiana.
- 22. **Successors.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.
- 23. **Entire Agreement.** This Agreement, and any additional exhibit attached hereto as an exhibit or incorporated herein by reference, constitute the entire understanding between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

24. **Effectiveness; Date.** This Agreement will become effective when both parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this Agreement on the date stated opposite that party's signature.

	Downey Unified School District
Date: June 1, 2021	By: Program Participant Superintendent or Program Participant Board President/Chairperson, or its legally authorized designee
	Name: Christina Aragon
	Title: Associate Superintendent, Business Services
	Project Lead The Way, Inc.
Date:	By:
	Kathleen E. Mote

EVP & Chief Administrative Officer



II. 49. APPROVE Agreement No. 202122-24 with Amtech Elevator Services to conduct routine inspection and maintenance of all DUSD elevators from July 1, 2021 through June 30, 2022.

Supporting Documents



scan0830



DATE: 05/12/2021

TO:

Accounts Payable 111627 Brookshire Ave Downey, CA 90241 FROM:

AMTECH ELEVATOR SERVICES 3041 Roswell St Los Angeles, CA 90065

EQUIPMENT LOCATION:

Downey School - Various

PROPOSAL NUMBER: ARH780

EQUIPMENT DESCRIPTION:

14 HYDRAULIC Various Passenger

Site Name Location

District Office Admin
Downey High Admin
Downey High Bldg C/Science
Downey High Bldg B/Theatre
Downey High Bldg D
Downey High Bldg E/SELACO
Downey High Bldg Y
Downey High Stadium

Lewis Elemen Bldg E Warren High Bldg Y/Science Warren High Bldg L/Library Warren High Bldg A

Warren High Bldg A Warren High Admin Warren High Stadium Katherine Armijos Phone: (323) 632-4588 Fax:(860) 353-1429

AMTECH SERVICE

We propose to furnish AMTECH Service on the equipment ("Units") described above. All work will be performed during our regular working hours of our regular working days, unless otherwise specified in this Agreement.

MAINTENANCE INCLUDES

We will use reasonable care to maintain your equipment using trained personnel. We will regularly and systematically examine, clean, lubricate, adjust and if in our opinion conditions warrant, unless specifically excluded under the proration provision, repair or replace the following:

Machine: Worm, gear, thrust bearings, drive sheave, sheave shaft bearings, brake coil, brake linings and components.

Motor: Windings, bearings, rotating element, commutators, brushes and brush holders.

Motor Generator: Windings, bearings, rotating element, commutators, brushes and brush holders.

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Hydraulic: Pump Unit, valves and motors, jack unit except underground cylinders and piping.

Controller: Dispatching and power equipment, selectors, all relays, solid state components, computer components, transformers, chokes and filters.

Dispatching Equipment: All relays, resistors, contacts, coils, leads, fuses, transformer, timing devices and solid -state components.

Selector: All electrical or mechanical drive components, cams, contacts, relays, resistors, leads, transformers and solid state components.

Governor: Sheave, bearings, shafts, contacts and governor jaws.

Hoistway Equipment: Buffers, compensating sheave assemblies, compensating cable or chains, guide rails, counterweight safeties and guide shoes, load weighing equipment and seismic devices.

Structural Car Frame: Safeties, guide shoes.

Power Door Operator: Car and hoistway door hanger tracks and rollers, car opening protective devices, door auxiliary closer, door gibs and door interlocks.

Fixtures: Call and hall operating buttons, contacts and signal bulbs. Replacement of signal fixture bulbs is to be performed during regular examinations or otherwise be billed separately at AMTECH's standard billing rates.

Furnish Lubricants and Hydraulic Fluid.

Structural Car Frame: Safeties, guide shoes.

Safety Devices: will be periodically examined.

Wire Rope Cables: will be renewed as often as necessary to maintain an adequate factor of safety. We will equalize the tension on all hoist cables.

SERVICE PROVIDED

We will examine, adjust, clean and lubricate the equipment as set forth above.

Prompt response to all emergency callbacks during regular working hours, Monday through Friday, except holidays, recognized now and hereafter by the local elevator union.

Covered repairs will be performed only during regular working hours.

We will maintain for each unit a record of all examinations, callbacks and repairs.

OVERTIME CALLBACK SERVICE

Callbacks outside of regular working hours will be billed at standard overtime rates, including travel time and expenses.

SAFETY AND ENVIRONMENT

SAFETY TESTS - HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test,

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, AMTECH will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

AMTECH endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and AMTECH employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Amtech incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.amtechelevator.com. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Amtech personnel while Amtech personnel are working on site at Customer's facility.

MAINTENANCE DOES NOT INCLUDE

Refinishing, repairs to, or replacement of elevator car enclosures (including removable panels), car gates, plenum chambers, hung ceiling, handrails, mirrors, light diffusers, fixtures and bulbs, emergency lighting including battery, car sill(s), car flooring and platform.

Hoistway enclosure, including hoistway door panels, frames, sills, fascia, hoistway gates, and hoistway cleaning. Signal fixture and operating station cover plates or plastic inserts. Braille and tactile plates. Telephones or communication systems, Key mortise cylinders, instruction or warning signs in connection with the use of the equipment by passengers.

Electric power supplies for equipment operation including signals and lighting; power switches, circuit breakers, or fuses and feeders to the controllers. Emergency power systems, mainline shunt trips and emergency power transfer switches.

Telephones installed by others, smoke and heat detectors with related wiring and annunciation panels, air conditioners or cooling systems, heating systems, cad key or touch pads, intercom, music or security systems, computer devices, keyboards, or display units.

Failure of hydraulic jack unit, buried or unexposed pipe or conduit from any cause including, but not limited to, corrosion or electrolysis.

It is mutually agreed that all repairs and replacements covered by this Agreement are limited to those necessitated by normal wear and tear, and that we shall not be required to replace or repair equipment by reasons of negligence or misuse by others or for any cause beyond our control; including but not limited to incorrect use of key switches, damages to the equipment by acts of God, forces or elements or changes in the normal environment and/or operating conditions. We shall not be required to alter existing equipment, or make replacements of obsolete or discontinued parts or parts of changed design whether recommended by you or directed by insurance companies, consultants, third party audits or any governmental authority.

Unless provided elsewhere in this Agreement, any step skirt performance index test or modifications, replacements or repair necessary to meet the performance index on your escalators that are required by applicable laws are not included in this Agreement.

Unless provided for elsewhere in this Agreement, any periodic safety tests required by applicable laws or codes are not included under this Agreement, but will be performed by us upon request from you and will be billed at our regular billing rates. We shall not be responsible for any inspection fees, license fees, certificate fees or witness fees for any testing of equipment which may be required by governmental or other authorities.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, AMTECH ELEVATOR SERVICES may cancel this Contract by providing thirty (30) days written notice.

Cleaning, adjustments, parts and repairs, which are not specifically included herein, are excluded. Such additional work, when necessary, and authorized by you, shall be performed at our regular hilling rates for material and labor including travel time and expenses.

PARTS INVENTORY AND LUBRICANTS

We will maintain a supply of frequently used replacement parts and lubricants required for routine maintenance. Replacement parts furnished under this Agreement will be original equipment manufactured or parts specifically selected by us for use on this equipment. All replacement parts will be new or refurbished to our standards. In the event the Agreement is terminated for any reason whatsoever, you agree to provide us access to the premises where the equipment is located to allow us to remove any spare parts or tools stored there by us.

OPERATIONAL CHARACTERISTICS

We will maintain optimal operational characteristics of your equipment including, door operation, car speed floor leveling, and ride quality as determined by the original equipment design, age of equipment and building use type.

PRORATIONS, EXCLUSIONS

If a Prorations/Exclusions Addendum is attached, the items listed on that Addendum show considerable wear and will have to be replaced or repaired in the near future. These items are subject to limited or no coverage as provided for in the Addendum.

YOUR OBLIGATIONS

It is agreed that we do not assume possession or control of any part of the units, that such remains yours solely as owner, operator, lessee or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation. This responsibility includes, but is not limited to; advising, warning and/or instructing passengers in the proper use of the equipment.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

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You will insure that the machine rooms are properly ventilated with temperature controlled in the 50 degree F to 90 degree F range or otherwise as required by governmental authority.

You agree to provide us unrestricted, ready and safe access, including off-hours emergency callbacks, to all areas of the building in which any part of the units are located and to keep all machine rooms and pit areas free from water, stored material and excessive debris. You agree to provide a safe work place for our personnel and to remove any hazardous materials in accordance with applicable laws and regulations. You agree to restrict access to the equipment to only our authorized personnel. During the term of this Agreement, you agree not to permit others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment.

You are responsible to secure our right to use any special service tools, manuals and technical support required to maintain your equipment. These tools must be provided prior to us beginning maintenance on such equipment.

If any of the following conditions occur: an operational problem, an equipment malfunction, a dangerous condition, or there has been an accident, you, shall immediately notify us. In the event of an accident, we shall be notified in writing within 24 hours of the incident. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use of the Unit. This notice requirement is to be strictly construed and any failure to comply with the requirements will serve to hold you liable for any damages or injuries resulting therefrom.

TERMS AND CONDITIONS

You will indemnify and hold us harmless for losses due to personal injury or property damage to the extent caused by your negligent acts or omissions.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Unites or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer in production by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design; (vii) to provide reconditioned or used parts.

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, labor disputes, fire, explosion, theft, floods, water, weather, earthquakes, riot, civil commotion, war, repairs by others, exposure to excessive heat, vandalism, misuse malicious mischief or acts of God. Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind. We shall not be liable for removal or disposal of hazardous and waste fluid or materials or for any environmental/ecological reporting, testing, cleaning or rehabilitation dictated by any agency or party for any reason. If such action is required from us by a third party they shall be paid for by you.

While this Agreement is designed to reduce wear and prolong the useful life of such equipment, we make no representation that such equipment will not breakdown or malfunction, and you agree to hold us harmless from any such event or action arising therefrom.

Any purchase order issued by you in connection with this Agreement are deemed to be issued for your administrative or billing identification purposes only. The terms and conditions contained herein shall exclusively govern the services to be provided hereunder, and this Agreement may not be changed, modified, revised or amended unless in writing and signed by you and our authorized representative.

In the event of sale, lease or other transfer of the equipment, or the premises in which they are located, or a change in the paying party, you agree to see that such transferee or alternate paying party is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement term. Should you fail to do this, you will be liable for the full unpaid balance due for the unexpired term of the Agreement. We may at our sole discretion, terminate this Agreement with any such successor at any time upon thirty (30) days written notice. The Agreement monthly price is a unit amount for the entire Agreement period subject to interest and escalation adjustments.

Your failure to pay any sum within sixty (60) days will be deemed a material breach. We may, at our option, declare all sums due or to become due for the unexpired term, immediately due and payable as liquidated damages, but not as a penalty, and until the same are paid, be discharged from further obligations under the Agreement.

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Page 5 of 8

It is expressly agreed that the payment of all sums due hereunder, is a condition precedent to the rendering of service. We reserve, at our option, the right to suspend or curtail service until all payments due are made.

This Agreement is based on conditions prevailing under current labor agreements. In the event future labor agreements or changes alter costs or restrict our ability to provide services hereunder, we shall notify you in writing and thereupon, offer modification to the Agreement to remedy the situation. In the event we cannot agree on a revised Agreement, either party shall have the right to terminate this Agreement upon expiration of ninety (90) says from the above notice.

All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid or unreasonable by any competent court, the Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two thousand five hundred twenty dollars (\$ 2,520.00) per month, payable Quarterly

PRICE ADJUSTMENT

Two thousand five hundred twenty dollars (\$ 2,520.00) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2021 which was 103.824. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

TERM

The Commencement Date will be 07/01/2021.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract quarter in which services are rendered beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

If payments are not made in accordance with the terms of this contract, when due, we may elect to cancel this contract at will and shall not be liable for any acts or omissions following any such failure to make payment, whether election is made to cancel the contract or not. Upon receiving payment of arrears we may, at our option continue to render services hereunder, but such continuance shall not constitute a waiver of any of our rights because of such default. Invoices will be deemed acceptable unless we receive from the purchaser specific written objection within 10 days from the invoice date.

In addition to any other remedies we may have, in the event that THE PURCHASER cancels this contract prior to its expiration. THE PURCHASER shall pay as liquidated damages (NOT AS PENALTY) 33% of the monthly agreement price as adjusted per the adjustment clause herein at the time of the premature cancellation, for the number of months remaining between the cancellation date and the agreement termination date.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Amtech. Further, any manual changes to this form will not be effective as to Amtech unless initialed in the margin by an authorized representative of Amtech.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Katherine Armijos Title: Account Manager

E-mail: Katherine.Armijos@Amtechelevator.com

Accepted in Duplicate

CUSTOMER AMTECH ELEVATOR SERVICES Approved by Authorized Representative Approved by Authorized Representative June 1, 2021 Date: Date: Signed: Signed: Christina Aragon Print Name: Tom Bertsch Print Name: Assoc. Supt. Bus. Svcs. Title . Branch Manager Title caragon@dusd.net E-mail: Name of Company - Downey Unified School District

Derincipal, Owner or Authorized Representative of Principal or Owner

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☐ Agent: (Name of Principal or Owner)

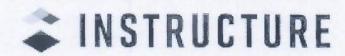


II. 50. APPROVE Agreement No. 202122-26 with Instructure to provide the Canvas Cloud Subscription service from July 1, 2021 through June 30, 2024.

Supporting Documents



scan0831



Services Order Form

Order#: Date: Offer Valid Through:

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Downey Unified

Address:

11040 BROOKSHIRE AVE

City:

DOWNEY

State/Province:

California

Zip/Postal Code:

90241-3889

Country:

United States

Order Information

Billing Frequency:

Annual Upfront

Payment Terms:

Net 30

Billing Contact

Primary Contact

Name:

Email:

Phone:

Michael Martinez

accountspayable@dusd.net

562-469-6622

Phone:

Chris Nezzer cnezzer@dusd.net

Email:

Name:

+1 562-469-6901

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1

Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	14,236	USD 3.90	USD 55,520.40
24x7 Tier 1 Support (Faculty Only)	2021-07-01	2022-06-30	30% of Subscription (Minimums Apply)	1	USD 16,656.12	USD 16,656.12
Studio Cloud Subscription	2021-07-01	2022-06-30	User	14,236	USD 1.15	USD 16,371.40
Recurring Sub-Total						USD 88,547.92
Year 1 Total						USD 88,547.92

Year 2

Description	Start Date	End Date	Metric	Qty	Price	• Amo
Canvas Cloud Subscription	2022-07-01	2023-06-30	User	14,236	USD 3.90	USD 55,520

Amour	Price	Qty	Metric	End Date	Start Date	Description
USD 16,656.1	USD 16,656.12	1	30% of Subscription (Minimums Apply)	2023-06-30	2022-07-01	24x7 Tier 1 Support (Faculty Only)
USD 16,371.4	USD 1.15	14,236	User	2023-06-30	2022-07-01	Studio Cloud Subscription
USD 88,547.9						Recurring Sub-Total
USD 88,547.9						Year 2 Total

Year 3

Start Date	End Date	Metric	Qty	Price	Amount
2023-07-01	2024-06-30	User	14,236	USD 3.90	USD 55,520.40
2023-07-01	2024-06-30	30% of Subscription (Minimums Apply)	1	USD 16,656.12	USD 16,656.12
2023-07-01	2024-06-30	User	14,236	USD 1.15	USD 16,371.40
					USD 88,547.92
					USD 88,547.92
	2023-07-01	2023-07-01 2024-06-30 2023-07-01 2024-06-30	2023-07-01 2024-06-30 User 2023-07-01 2024-06-30 30% of Subscription (Minimums Apply)	2023-07-01 2024-06-30 User 14,236 2023-07-01 2024-06-30 30% of Subscription (Minimums Apply)	2023-07-01 2024-06-30 User 14,236 USD 3.90 2023-07-01 2024-06-30 30% of Subscription (Minimums Apply) 16,656.12

Deliverable	Description	Expiration
Canvas Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use. In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.	
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A
Studio Cloud Subscription	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use. In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

Metric	Description
User	User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.
-	In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.

Product	Description
Studio Cloud Subscription	1 GB/subscription per User of storage is included in the annual subscription fee. Additional storage can be purchased for \$3,000 per 1 TB per year.

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows: Canvas & Catalog: https://www.canvaslms.com/policies/support-terms

Portfolium: https://portfolium.com/support-terms

MasteryConnect: https://www.masteryconnect.com/support/

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

This Order Form and the attached Purchase Agreement are being entered into between Instructure and Customer pursuant to the award of RFP No. 18/19-03 with Education Technology Joint Powers Authority and resulting Master Agreement between it and Instructure.

PURCHASE ORDER INFOR	RMATION	TAX INFORMATION
Is a Purchase Order required on this order form?	d for the purchase or payment of the products	Check here if your company is exempt from US state sales tax :
Please Enter (Yes or No):	YES	Please email all US state sales tax exemption certifications to ar@instructure.com
If yes, please enter PO Number:	To Be Determined	

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

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Downey Ur	nified	Instructure, Inc.			
Signature:		Signature:			
Name:	Christina Aragon	Name:			
Title:	Associate Superintendent Business Services	Title:			
Date:		Date:			



Support **Terms**

For Canvas, being easy to use is about more than having all the right tools in all the right places. It's about teachers, students, and schools using their LMS to do what they need to do-and then using it to do even more.

Because Canvas gets adopted faster and deeper than other LMSs, it simply gets used in more ways by more users. Canvas Support is flexible, affordable, and easy, so you never have to settle for less.

As expected we are seeing significant increased demand and are doing our very best to meet that demand within our SLAs. However, support response times may temporarily exceed the SLAs shown below.

STANDARD (included with paid subscription)

24/7 (additional fee)

CANVAS TIER 1 SUPPORT Institution provides Canvas
Tier 1 helpdesk for all users.

Institution provides Canvas Tier 1 helpdesk for all users.

CONTACT

Admins can call Canvas
Support from 6 a.m. - 6 p.m.
Local Time, Local Business
Days. Admins can escalate
tickets to Canvas Support
in the Canvas Support
ticketing system. Admin
Canvas Support available in
English and Spanish.

Admins can call Canvas
Support 24/7/365. Admins
can escalate tickets to
Canvas Support in the
Canvas Support ticketing
system. Admins can contact
Canvas Support directly by
phone, live chat, or
email/webform. Admin
Canvas Support available in
English and Spanish.

SLA TARGET (80% WITHIN TIME SHOWN)** Two business days

Eight hours

NUMBER OF ADMINS

One*

Three*

24/7 + Faculty Tier 1 (additional fee)

24/7 + Tier 1 (additional fee)

CANVAS TIER 1 SUPPORT

Institution provides Canvas
Tier 1 helpdesk for
students; Instructure
provides Canvas Tier 1 for
faculty and staff.

Instructure provides
Canvas Tier 1 helpdesk for all users.

CONTACT

Admins can call Canvas
Support 24/7/365. Admins
can escalate tickets to
Canvas Support in the
Canvas Support ticketing
system. Faculty / staff users
can contact Canvas
Support directly by phone,
live chat, or email /
webform. Canvas support
available in English and
Spanish.

Admins can call Canvas
Support 24/7/365. Admins
can escalate tickets to
Canvas Support in the
Canvas Support ticketing
system. All users can
contact Canvas Support
directly by phone, live chat,
or email / webform. Canvas
Support available in English
and Spanish.

SLA TARGET (80% WITHIN TIME SHOWN)**

One hour for webform / email tickets; 120 seconds for phone; 120 seconds for live chat One hour for webform /
email tickets; 120 seconds
for phone calls; 120
seconds for live chat

NUMBER OF ADMINS

Three*

Three*

^{*} More available at an additional cost per year

^{**} Canvas Support SLA Targets are considered non-compensable



II. 51. APPROVE Amendment No. 1 to the Agreement for Architectural Services with Rachlin Partners for the Stauffer Middle School 2-Story Classroom Building Project.

Supporting Documents



scan0832

AMENDMENT NO. 1

TO

AGREEMENT FOR ARCHITECTURAL SERVICES BY AND BETWEEN

DOWNEY UNIFIED SCHOOL DISTRICT AND RACHLIN PARTNERS FOR

STAUFFER MIDDLE SCHOOL 2 STORY CLASSROOM BUILDING PROJECT

This Amendment No. 1 to the Architectural Services Agreement ("Amendment No. 1") is made and entered into on June 1, 2021, between Rachlin Partners, a California corporation ("Architect") and Downey Unified School District, a California public school district located in Downey, California ("District"). District and Architect may be individually referred to as a "Party", or collectively as the "Parties".

RECITALS

- A. WHEREAS, Architect and District previously entered into an Agreement for Architectural Services for Stauffer Middle School 2 Story Classroom Building Project ("Project") between District and Architect, dated as of June 1, 2021 ("Agreement");
- B. WHEREAS, since Architect commenced services under the Agreement, the District identified additional design scope arising from flood mitigation at the Project site, which District desires Architect to perform.
- C. WHEREAS, it is now the desire and intention of the Parties to amend the Agreement as indicated in this Amendment No. 1.

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

TERMS AND CONDITIONS

- REPLACE the language immediately following the first paragraph on Page 2 of the Agreement with the following:
 - (1) New 2 Story Classroom Building at Stauffer Middle School ("School"), located at 11985 Old River School Rd., Downey, CA 90242; and (2) construction documents to mitigate known flooding at the School; as further described in the Project Scope attached hereto as Exhibit A.
- 2. <u>REPLACE</u> the language following the first sentence of "Project Description" on Page 19 of the Agreement with the following:

Architect shall: (1) design a new 2 Story Classroom Building at the School Site, which shall include approximately 19,750 square feet ("School Scope"); and (2) prepare construction documents to mitigate known flooding at the School including, without limitation, the following areas: Building A, South; Interim Housing; and adjacent to the New Locker Room Building ("Flooding Scope").

- REPLACE Exhibit D in the Agreement with Amended Exhibit D attached hereto as Attachment 1 and incorporated herein by reference.
- 4. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Trustees ("Board"). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.

- All other provisions of the Agreement shall remain in full force and effect and are reaffirmed. If there is any
 conflict between this Amendment No. 1 and any provision of the Agreement, the provisions of this
 Amendment No. 1 shall control.
- 6. This Amendment No. 1, including the Attachment incorporated by reference into this Amendment No. 1, is considered a completely integrated agreement, supersedes all previous contracts of any kind, oral or written, and constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter herein. No extrinsic evidence of any kind or character may be admitted to vary, supplement, interpret, add to, alter or amend the terms of this completely integrated agreement, unless evidenced by an amendment to the Agreement superseding this Amendment No. 1. 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 Amendment No. 1, Architect relies solely upon the provisions contained in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

Dated:	June 1 202	1 Dated:	MY 21, 2021 , 2021
DOWNEY UNI	FIED SCHOOL DISTRICT	RACHLI	N PARTNERS
Ву:		Ву:	Redard Journ
Print Name: _	Christina Aragon	_ Print Na	me: Richard Ingrassia
Print Title:	Assoc. Supt. Bus. Svcs.	Print Tit	le: Partner

Attachment 1

AMENDED 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"):

<u>Fee for School Scope</u>. District shall pay Architect for Services for the School Scope based on the OPSC Fee schedule as indicated here:

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

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

<u>Fee for Flooding Scope.</u> District shall pay Architect for Services for the Flooding Scope a fixed fee of **Eight Thousand Five Hundred Dollars (\$8,500)**.

- 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 related to the School Scope and Flooding Scope 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%

Amendment No. 1 to Short Form Architectural Services Agreement – San Gabriel ES Page 3 - Amended Exhibit D Downey USD and Rachlin Partners

Design Development Phase		10%
Construction Documents Phase		40%
DSA Stamped Approval	5%	FILE
Bidding Phase		5%
Construction Administration Phase		30%
Closeout Phase		5%
Generate Punch List	1%	
Sign Off On Punch List	1%	
Receive and Review All O&M Documents	1%	
Filing All DSA Required Closeout Documents	1%	
Receiving DSA Closeout, including DSA approval of the final As-Built set of drawings	1%	

- 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. Architect shall either:
 - 2.1.1. Submit separate monthly invoices requesting payment for the School Scope or Flooding Scope; or
 - 2.1.2. Submit one (1) monthly invoice requesting payment for both the School Scope or Flooding Scope that adequately separates and identifies the requested payment for each respective scope.
 - 2.2. 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).
 - 2.3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
 - 2.4. 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:
 - 2.4.1. 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.



II. 54. APPROVE Los Angeles County Office of Education Contract #C-21159:21:22 for Consultant Services Related to the California Schools Storm Water Compliance Group, effective July 1, 2021 through June 30, 2022.

Supporting Documents



scan0833

LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT FOR CONSULTANT SERVICES RELATED TO THE CALIFORNIA SCHOOLS STORM WATER COMPLIANCE GROUP

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE," and

DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and

WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC., located at 3560 Hyland Avenue, Suite 100, Costa Mesa, California 92626, hereinafter referred to as "Contractor", mutually agree as follows:

BASIS OF CONTRACT AND SCOPE OF WORK

- 1.1 LACOE's Division of Business Advisory Services has determined that it is desirable to coordinate the group of school and community college districts listed on Exhibit A, attached hereto and made a part hereof, hereafter referred to as the California Schools Storm Water Compliance Group (CSSWCG), Los Angeles Area, for the purpose of preparing plans and documents, and conducting analysis required for compliance with provisions of the Federal Clean Water Act (FCWA) and regulations of the California State Water Resources Control Board (SWRCB) as they relate to the requirements of the California General Industrial Storm Water Permit (General Permit).
- 1.2 Contractor will provide technical services to the CSSWCG. Any conflict with Contractor's activities and this Contract shall be referred for resolution to LACOE, whose decisions in such matters shall be final and binding on all parties. District and Contractor have the required background, training and expertise to perform the work to be done and agrees to do so in accordance with the terms and conditions of this Contract. All work shall be coordinated with LACOE's representative who is Gerald Yarbrough and Contractor's representative who is Brent Smith.

TERM AND TERMINATION OF CONTRACT

This Contract is effective July 1, 2021 and shall remain in effect through June 30, 2022. The Contract may be amended by mutual written consent of the parties and may be terminated by any party upon thirty (30) days advanced written notification. This Contract supersedes all previous contract for services related to storm water disclosure monitoring by the parties.

PAYMENT

- 3.1 District shall pay Contractor an amount not to exceed Three Thousand Dollars (\$3,000.00) per year, for work performed hereunder. Any work performed by the Contractor in excess of this amount shall be considered as having been done so at no additional cost to the District, unless this Contract is so amended by written amendment. Payment shall be made upon completion and acceptance by the District of the work performed and within thirty (30) days of receipt of an itemized invoice submitted to the District. The invoice shall indicate the work performed by the Contractor with regard to analysis required for the compliance with the provisions of the FCWA and regulations of the Board as they relate to the implementation permit for California facilities with storm water discharges associated with industrial activity. The amount not to exceed includes a lump sum support fee of One Thousand Eight Hundred Dollars (\$1,800.00) per year, unless there is a decrease in CSSWCG members per section 3.3. Districts requiring additional services as specified in Sections 5 and 6 will be charged at cost for outside services such as additional FedEx charges and laboratory fees. Additional labor will be charged as specified in Section 6.
- 3.2 District shall pay LACOE an amount not to exceed Eight Hundred Dollars (\$800.00) annually for services specified herein. Payment shall be made within thirty (30) days of receipt of an invoice submitted to the District.
- 3.3 If the total number of districts participating in the CSSWCG decreases to 15 members, District agrees to increase annual payment to the Contractor to an amount of Two Thousand Dollars (\$2,000.00) per year plus additional charges in accordance with Sections 3.1, 5, and 6 for the current year of the contract term.
- 3.4 The General Permit includes requirements for the Compliance Group Leader to prepare a Consolidated Level 1 Exceedance Response Actions (ERA) Report as needed to address ERA Level 1 status. Level 2 ERA Action Plans and Technical Reports are required for Participants with Level 2 status. The status of each District will be evaluated during the 2021-2022 Compliance Year. If a Consolidated Level 1 ERA Report is required for the District, the Contractor will prepare the report by the deadline on January 1, 2022. The Contract amount may be amended during future Contract terms to cover the additional services such as the Level 2 ERA Action Plan.
- 3.5 If at any time the District elects to terminate the contract, the District will pay LACOE and Contractor a prorated cost based on effort completed. A detailed invoice will be prepared by the Contractor for services completed.

4. RESPONSIBILITIES OF LACOE

- 4.1 LACOE shall provide assistance to the Contractor as required, provide information to the CSSWCG on compliance requirements and on determinations of the applicability of the California storm water permit regulations and other such information as may be required to complete the work to be done.
- 4.2 LACOE is coordinating the services between participating Districts and Contractor. LACOE is not responsible for payments to the Contractor.

5. RESPONSIBILITIES OF THE DISTRICT

- 5.1 District shall collect storm water runoff samples for testing and submit the samples to the Contractor's approved laboratory, (when required). District shall submit the samples by the next work day after collection for analysis using the Contractor's prepaid FedEx account (or similar method). The lump sum contract amount in Section 3 covers One Hundred Dollars (\$100.00) in FedEx (or similar method) delivery fees and up to Five Hundred Dollars (\$500.00) in laboratory charges. District shall notify Contractor upon successful sample completion for tracking.
- 5.2 District shall pay Contractor and LACOE promptly upon receipt of an invoice as specified in Section 3 Payment.
- 5.3 District shall pay any penalty or assessment that may be levied against the District by State or Regional Water Resources Board or other agency having jurisdiction.
- 5.4 District shall complete, implement, certify and submit electronically via the SWRCB's Storm Water Multiple Application and Report Tracking System (SMARTS), Permit Registration Documents including a Storm Water Pollution Prevention Plan (SWPPP).
- 5.5 District shall register as a member of CSSWCG in SMARTS.
- 5.6 District shall add Contractor as a Data Submitter in SMARTS.
- 5.7 District shall provide Contractor with necessary data to update the annual report information in SMARTS.
- 5.8 District shall be responsible for certification and submittal of documents required via SMARTS.
- 5.9 Conduct one Annual Evaluation each reporting year (July 1 to June 30).

6. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but may not be limited to the following:

- 6.1 Serve as the required Compliance Group Leader. Contractor is required to complete State Water Board sponsored and approved training program. Contractor shall register in SMARTS as the Compliance Group Leader following the completion of the training program.
- 6.2 Assist Compliance Group Participants with compliance activities required by the General Permit as identified below.
- 6.3 Contractor shall provide an annual storm water compliance seminar. Contractor will provide presentation materials to Districts following the training. Training shall include general BMP implementation, monitoring and SMARTS demonstration and guidance.

- 6.4 Contractor shall provide District with necessary forms and guidance for preparing or updating the site-specific SWPPP including providing a Compliance Group SWPPP Template and necessary forms.
- 6.5 Contractor shall coordinate with laboratory to provide sample containers, labels, litmus paper to test pH, and provide a prepaid FedEx shipping label. Contractor's laboratory shall conduct analytical testing including total suspended solids and oil and grease. The Contractor's lump sum fee of \$1,800.00 includes up to \$100.00 in FedEx and/or similar delivery method fees and up to \$500.00 in laboratory charges. Additional outside service fees will be charged by the Contractor at cost to District. Backup of any additional charges will be provided by the Contractor with the detailed invoice.
- 6.6 Contractor shall inspect all the facilities of the Compliance Group Participants at a minimum of once per reporting year (July 1 to June 30). Additional inspection services may be requested by the District, which will be charged an hourly rate fee and mileage will be charged at the IRS Mileage Rate. The project bill rates will be based on the Contractor's Schedule of Charges. No additional charges will be added to the District invoices without prior consent.
- 6.7 Contractor shall compile monthly sample visual observation forms. Where necessary, Contractor will contact District to discuss results and possible revisions to site specific best management practices. Maintain records of contact and discussions with District for incorporation into annual report in SMARTS.
- 6.8 Contractor shall assist with the preparation of the Annual Report in SMARTS as a data submitter including uploading analytical data, assistance with the annual report checklists, and preparation of summaries of analytical data and visual monitoring results.
- 6.9 Provide storm water consultation to the District through the Compliance year.
- 6.10 Provide consulting related to industrial permit compliance as needed.

7. CANCELLATION DUE TO ELIMINATION OF REGULATORY REQUIREMENTS

In the event storm water discharge sampling and related analysis is eliminated as a requirement for District by the Board, this Contract shall be cancelled and any amounts due under the Contract shall be prorated to the date of cancellation. This Contract shall be amended to reflect that Contractor shall not perform such sampling and analysis, and the Contract payment for services rendered by Contractor during the year in which the exemption was granted, shall be proportionately reduced. Thereafter, LACOE may terminate this Contract. If SWPPP or other requirements are added or deleted by federal or state agencies, payment as specified in Section 3 PAYMENT, shall be amended by the parties.

8. DISTRICT CHANGE IN STATUS

8.1 If District discontinues bus service or the maintenance facility and/or facilities operated by the District, the District may withdraw from the CSSWCG upon payment for all services rendered by LACOE and the Contractor.

8.2 Any District wishing to join the CSSWCG may do so by submitting a request to LACOE and paying LACOE as required to bring the District to the current CSSWCG member status.

9. INDEMNIFICATION

- 9.1 District agrees to defend, indemnify, save, and hold harmless the Contractor and LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' 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.
- 9.2 Contractor agrees to defend, indemnify, save, and hold harmless the District and LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' 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 Contractor. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.
- 9.3 LACOE agrees to defend, indemnify, save, and hold harmless the District and the Contractor from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' 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.

10. INSURANCE

District and Contractor shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and Contractor and LACOE as their interests may appear.

11. INDEPENDENT CONTRACTOR

While performing their obligations under this Contract, District and Contractor are independent contractors and not an officer, employee or agent of LACOE. The District and Contractor shall not at any time or in any manner represent that they or any of their officers, employees, or agents are employees of LACOE.

While performing their obligations under this Contract, Contractor is an independent contractors and not an officer, employee or agent of the District. The Contractor shall not at any time or in any manner represent that they or any of their officers, employees, or agents are employees of the District.

12. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, the District 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.

13. RECORD RETENTION AND INSPECTION

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

14. MODIFICATION

This 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 all contracting parties appear beside such deletion or change.

15. SEVERABILITY/WAIVER

- 15.1 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.
- 15.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

ASSIGNMENT

District and Contractor 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 consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District and Contractor shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District and Contractor intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

17. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by all of the parties hereto.

18. ATTORNEY'S FEES

Should any 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, 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.

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.

20. 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:

Contracts Section LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, ECW Room 133 Downey, CA 90242-2890

DISTRICT:

Mailing Address is District Office

CONTRACTOR:

WOOD ENVIRONMENTAL & INFRASTRUCTURE SOLUTIONS, INC. 3560 Hyland Avenue, Suite 100 Costa Mesa, CA 92626

21. EMPLOYEE FINGERPRINTING

Los Angeles County Office of Education

C:21159:21:22

During the entire term of the Contract, District and Contractor, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

22. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

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 and/or marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco and/or marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles.

23. ALCOHOL AND DRUG-FREE WORKPLACE

District and Contractor hereby certifies under penalty of perjury under the laws of the State of California that District and Contractor 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.

24. 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.

25. 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.

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

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

- 26.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any Federal Department or Agency;
- 26.2 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 record, making false statements, or receiving stolen property.
- 26.3 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 26.2 above, of this certification; and
- 26.4 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.

27. PUBLIC RETIREMENT SYSTEM RETIREE

Contractor must disclose to LACOE if any of Contractor's employees working under this Contract have retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Contractor's employees have retired from CalSTRS and hours worked limitations if Contractor's employees have retired from CalPERS. If Contractor's employees have retired from either CalSTRS or CalPERS, Contractor should be aware that LACOE is required to report all payments under this and any additional Agreements in any given year.

28. SB 1343 SEXUAL HARASSMENT PREVENTION TRAINING

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

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

29. 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 counterparts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy.

WOOD ENVIRONMENTAL & INFRASTRUCURE SOLUTIONS, INC.	DOWNEY UNIFIED SCHOOL DISTRICT
By Brent Smith Senior Associate Scientist	Christina Aragon Typed or Printed Name
Indicate Federal Tax I.D. Number: 91-1641772	Title Associate Superintendent, Business Services
Date 05/12/2021	DateJune 1, 2021
LOS ANGELES COUNTY OFFICE OF EDUCATION	
ByPatricia Smith Chief Financial Officer	
Datemlc 5-6 Report 4/19/2021	

EXHIBIT A

2021-2022 CALIFORNIA SCHOOLS STORM WATER COMPLIANCE GROUP

Arcadia Unified SD

Bassett Unified SD

Centralia Elementary SD

Covina-Valley Unified SD

Downey Unified SD

Las Virgenes Unified SD

Los Alamitos Unified SD

Monrovia Unified SD

Montebello Unified SD

Murrieta Valley Unified SD

Newport-Mesa Unified SD

Palos Verdes Peninsula Unified SD

Placentia-Yorba Linda Unified SD

Rowland Unified SD

Santa Monica-Malibu Unified SD

Sulphur Springs Union SD

Torrance Unified SD

Walnut Valley Unified SD

Whittier Union High SD



II. 55. ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140415-1 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of \$200,000.00, with no guarantee that this amount will be met or exceeded, for use by the Downey Unified School District on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.

Supporting Documents



Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PIGGYBACK CONTRACTS FOR GASOLINE AND DIESEL FUEL

ACTION ITEM

Board of Education approval is requested to accept and utilize, where appropriate, a piggyback contract for the purchase of gasoline and diesel fuel, which was awarded to Falcon Fuels, Inc., by the County of Los Angeles.

This contract will allow the Downey Unified School District to be able to take advantage of consistent gasoline fuel prices without having to go through the process of advertised bidding for items that have already been determined to meet District needs.

The County of Los Angeles has extended the above referenced contract through April 30, 2024.

Fuel purchased referencing these contracts will be used for all diesel and gasoline-powered District vehicles.

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT and APPROVE the use of the County of Los Angeles Contract #MA-IS-2140415-1 for Gasoline and Diesel Fuel, with Falcon Fuels, Inc., Paramount, in the anticipated annual amount of \$200,000.00, with no guarantee that this amount will be met or exceeded, for use by the Downey Unified School District on an as-needed basis to fill orders for diesel and gasoline fuel with the same advantages, terms and conditions.



II. 56. AUTHORIZE the advertisement for Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to be charged to Measure O Bond Funds.

Supporting Documents



Business Services

DATE:

June 1, 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: CAMPUS FLOOD MITIGATION AT STAUFFER MIDDLE SCHOOL

ACTION ITEM

Board of Education authorization is requested to advertise for bids for the mitigation of campus flooding at Stauffer Middle School.

The project will consist of work to minimize or eliminate most of the known flooding at Building A South, the interim housing areas (5 locations), and the area adjacent to the new locker room building. The District intends to implement the work during the summer of 2021 and separate this work from the construction of the new 1-story building.

The cost of the above work is estimated at approximately \$260,000,00.

SUPERINTENDENT'S RECOMMENDATION:

AUTHORIZE the advertisement for Bid #21/22-04, Stauffer Middle School Campus Flood Mitigation, to be charged to Measure O Bond Funds.



II. 57. AWARD Bid #20/21-05, Asphalt Replacement Work at Lewis, Price and Rio San Gabriel Elementary Schools, and Columbus and Warren High Schools, to Century Paving, Inc., La Mirada, in the amount of \$153,000.00 (Price Elementary School and Warren High School), and JB Bostick Company, Inc., Anaheim, in the amount of \$319,850.00 (Lewis and Rio San Gabriel Elementary Schools and Warren High School), to be charged to the Deferred Maintenance Fund.

Supporting Documents



Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

ASPHALT REPLACEMENT WORK AT LEWIS, PRICE AND RIO SAN GABRIEL ELEMENTARY SCHOOLS, AND COLUMBUS AND WARREN

HIGH SCHOOLS

ACTION ITEM

Board of Education authorization is requested to award Bid #20/21-05 for asphalt repair and/or replacement at several District school sites, which received Board authorization to bid at the meeting of February 10, 2021.

Two bidders responded to the advertisement for bids by the 1:30 p.m. deadline on Wednesday, May 5th, 2021. Bids were awarded to contractors based on lowest bid by school site. The low responsive bidders, Century Paving, Inc., La Mirada (low bidder for Price Elementary School and Warren High School), and JB Bostick Company, Inc., Anaheim (low bidder for Lewis and Rio San Gabriel Elementary Schools and Warren High School), have the required licenses and bonding, and are qualified to perform the work as specified.

SUPERINTENDENT'S RECOMMENDATION:

AWARD Bid #20/21-05, Asphalt Replacement Work at Lewis, Price and Rio San Gabriel Elementary Schools, and Columbus and Warren High Schools, to Century Paving, Inc., La Mirada, in the amount of \$153,000.00 (Price Elementary School and Warren High School), and JB Bostick Company, Inc., Anaheim, in the amount of \$319,850 (Lewis and Rio San Gabriel Elementary Schools and Warren High School), to be charged to the Deferred Maintenance Fund.



II. 58. RATIFY the purchase of classroom and office furniture for the Doty 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 \$234,513.29, to be charged to the Measure O Bond Fund.

Supporting Documents



Business Services

DATE:

June 1, 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 DOTY

MIDDLE SCHOOL

ACTION ITEM

Board authorization is requested to ratify the purchase of classroom and office furniture items for Doty 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 \$234,513.29.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the purchase of classroom and office furniture for the Doty 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 \$234,513.29, to be charged to the Measure O Bond Fund.



II. 59. APPROVE the extension of Bid #18/19-01, Purchase and Distribution of Dry, Refrigerated and Frozen Food Items for the Food Services Department with Gold Star Foods, Ontario, in the estimated annual amount of \$5.1 million, to be charged to the Food Services Fund.

Supporting Documents



Business Services

DATE:

June 1, 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:

EXTENSION OF BID #18/19-01 - PURCHASE AND DISTRIBUTION OF

DRY. REFRIGERATED AND FROZEN FOOD ITEMS FOR THE FOOD

SERVICES DEPARTMENT

ACTION ITEM

Board of Education approval is requested to extend Bid #18/19-01 for the purchase and distribution of dry, refrigerated and frozen food items for the Food Services Department for the 2021-22 school year.

Although the current contract with the awarded bidder, Gold Star Foods, Ontario, is set to expire at the end of the fiscal year, special circumstances caused by the COVID-19 pandemic have created uncertain and everchanging marketplace conditions, making a successful and competitive procurement process unattainable at this time. The District is therefore exercising its option as stipulated in the Code of Federal Regulations 2 CFR 200.320(f)(2) to enter into a noncompetitive procurement contract for the upcoming school year. The District plans to solicit a competitive procurement process for the 2022-23 school year.

The District will work with Gold Star Foods to extend the current agreement under the same terms, conditions and pricing.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the extension of Bid #18/19-01, Purchase and Distribution of Dry, Refrigerated and Frozen Food Items for the Food Services Department with Gold Star Foods, Ontario, in the estimated annual amount of \$5.1 million, to be charged to the Food Services Fund.



II. 60. APPROVE Change Order #1 to Purchase Order #PO1-21*157 for uniform rental services at the request of the MOT Services Department with Prudential Overall Supply, Commerce, in the increased amount of \$10,000.000, to be charged to Unrestricted Maintenance Funds.

Supporting Documents



Business Services

DATE:

June 1, 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 UNIFORM RENTAL SERVICES FROM

PRUDENTIAL OVERALL SUPPLY AT THE REQUEST OF THE M.O.T.

SERVICES DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO1-21*157 to cover the cost of uniform rental services from Prudential Overall Supply as requested by the M.O.T. Services Department.

The M.O.T. Services 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 \$85,000.00 to \$95,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO1-21*157 for uniform rental services at the request of the M.O.T. Services Department with Prudential Overall Supply, Commerce, in the increased amount of \$10,000.00, to be charged to Unrestricted Maintenance Funds.



II. 61. APPROVE Change Order #1 to Purchase Order #PO2W-21*218 for legal services at the request of the Business Services Department with Dannis Woliver Kelley (DWK), Long Beach, in the increased amount of \$35,000.00, to be charged to the General Fund.

Supporting Documents



Business Services

DATE:

June 1, 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 LEGAL SERVICES FROM DANNIS WOLIVER

KELLEY (DWK) AT THE REQUEST OF THE BUSINESS SERVICES

DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-21*218 to cover the cost of legal services from Dannis Woliver Kelley (DWK) requested by the Business Department.

The Business 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 legal services as needed through the end of the school year.

The above change will increase the value of the Purchase Order from \$190,000.00 to \$225,000.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-21*218 for legal services at the request of the Business Services Department with Dannis Woliver Kelley (DWK), Long Beach, in the increased amount of \$35,000.00, to be charged to the General Fund.



II. 62. APPROVE Change Order #1 to Purchase Order #PO2W-21*1590 for portable freezer rentals at the request of the Food Services Department with Cold Box, Inc., Oakland, in the increased amount of \$2,992.00, to be charged to the Food Services Fund.

Supporting Documents



Business Services

DATE: June 1, 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 RENTAL OF PORTABLE FREEZER UNITS

FROM COLD BOX, INC. AT THE REQUEST OF THE FOOD SERVICES

DEPARTMENT

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Purchase Order #PO2W-21*1590 to cover the cost of portable freezer rentals from Cold Box, Inc. as requested by the Food Services Department.

The Food Services 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 an additional monthly rental period to cover costs through the end of the fiscal year.

The above change will increase the value of the Purchase Order from \$2,992.00 to \$5,984.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Purchase Order #PO2W-21*1590 for portable freezer rentals at the request of the Food Services Department with Cold Box, Inc., Oakland, in the increased amount of \$2,992.00, to be charged to the Food Services Fund.



II. 63. APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-251 (Purchase Order #PO2W-21*1132) for vault cover repairs at Old River Elementary School with 3D Concrete, Downey, in the increased amount of \$4,400.00, to be charged to Deferred Maintenance Funds.

Supporting Documents



Business Services

DATE:

June 1, 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: VAULT COVER REPAIRS AT OLD RIVER ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested for Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-251 (Purchase Order #PO2W-21*1132) for repairs to vault covers at Old River Elementary School, which received Board approval on February 10, 2021.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of additional work and materials to repair the vaults due to unforeseen conditions.

The above change will increase the value of the Purchase Order from \$10,910.00 to \$15,310.00.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE Change Order #1 to Agreement for Construction Services (Small Projects) No. 202021-251 (Purchase Order #PO2W-21*1132) for vault cover repairs at Old River Elementary School with 3D Concrete, Downey, in the increased amount of \$4,400.00, to be charged to Deferred Maintenance Funds.



II. 64. ACCEPT as complete Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, with AID Builders, Inc., Los Angeles, in the final amount of \$1,354,799.51, to be charged to the Food Services Fund; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE: June 1, 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: REMOVAL AND REPLACEMENT OF WALK-IN REFRIGERATOR AND

FREEZER AT THE GALLEGOS ADMINISTRATION CENTER

ACTION ITEM

Board of Education approval is requested to accept as complete Bid #19/20-05 for the removal and replacement of the walk-in refrigerator and freezer units at the Gallegos Administration Center, which received authorization to award at the meeting of April 21, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Bid #19/20-05, New Walk-In Refrigerator and Freezer at the Gallegos Administration Center, with AID Builders, Inc., Los Angeles, in the final amount of \$1,354,799.51, to be charged to the Food Services Fund, and;

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



II. 65. ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-110 for hazardous materials monitoring services for painting work at Old River, Rio Hondo and Rio San Gabriel Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$15,000.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

June 1, 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:

HAZARDOUS MATERIALS MONITORING SERVICES AT OLD RIVER.

RIO HONDO AND RIO SAN GABRIEL ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-110 for hazardous materials removal monitoring services for painting work at Old River, Rio Hondo and Rio San Gabriel Elementary Schools, which received Board approval at the meeting of October 6, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-110 for hazardous materials monitoring services for painting work at Old River, Rio Hondo and Rio San Gabriel Elementary Schools with Aurora Industrial Hygiene, South Pasadena, in the final amount of \$15,000.00, 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. 66. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-137, Fire Sprinkler System Upgrades at Lewis Elementary School and Downey and Warren High Schools, with Brennan Estimating Services, Inc., Santa Fe Springs, in the final amount of \$46,730.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

June 1, 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: FIRE SPRINKLER SYSTEM UPGRADES AT LEWIS ELEMENTARY

SCHOOL AND DOWNEY AND WARREN HIGH SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-137 for fire sprinkler system upgrades at Lewis Elementary School and Downey and Warren High Schools, which received approval at the meeting of September 1, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-137, Fire Sprinkler System Upgrades at Lewis Elementary School and Downey and Warren High Schools, with Brennan Estimating Services, Inc., Santa Fe Springs, in the final amount of \$46,730,00, 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. 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-168, HVAC Installation in S-Building Copy Room at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$13,800.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



Supporting Documents



Business Services

DATE:

June 1, 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: HVAC INSTALLATION IN S-BUILDING COPY ROOM AT DOWNEY

HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-168 for the installation of an HVAC unit in the S-Building copy room at Downey High School, which received approval at the meeting of October 6, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-168, HVAC Installation in S-Building Copy Room at Downey High School, with PacificWest Energy Solutions, Inc., Northridge, in the final amount of \$13,800.00, to be charged to Deferred Maintenance Funds, and;

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



II. 68. ACCEPT as complete 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 final amount of \$705,960.50, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE:

June 1, 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: REMOVAL AND INSTALLATION OF NEW WOOD FLOORING IN THE

WARREN HIGH SCHOOL GYMNASIUM

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services No. 202021-220 for the removal and installation of wood flooring in the gymnasium at Warren High School, which received ratification at the meeting of October 6, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services No. 202021-220, Removal and Installation of New Wood Flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the final amount of \$705,960.50, 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. 202021-257 for paving repairs to the north parking lot at Downey High School, with Century Paving, Inc., La Mirada, in the final amount of \$24,745.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

Supporting Documents



Business Services

DATE: June 1, 2021

TO:

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PAVING REPAIRS IN NORTH PARKING LOT AT DOWNEY HIGH

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-257 to cover the cost of paving repairs to the north parking lot at Downey High School, which was approved 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. 202021-257 for paving repairs to the north parking lot at Downey High School, with Century Paving, Inc., La Mirada, in the final amount of \$24,745.00, 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. 202021-301, exterior painting of buildings at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$12,750.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.



Supporting Documents



Business Services

DATE:

June 1, 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: EXTERIOR PAINTING AT COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-301 for exterior painting of Buildings C, D, F, G, L, J, and the south side of the center main walkway at Columbus High School, which received approval 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. 202021-301, exterior painting of buildings at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$12,750.00, 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. 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-309 to perform water main leak detection and repair services with Pro-Craft Construction, Inc., Redlands, in the final amount of \$20,790.00, 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



DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

June 1, 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: WATER MAIN LEAK DETECTION AND REPAIR AT WARREN HIGH

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-309 to provide water main leak detection and repair services at Warren 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. 202021-309 to perform water main leak detection and repair services with Pro-Craft Construction, Inc., Redlands, in the final amount of \$20,790.00, 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. 202021-321, to furnish and install a swing gate at Stauffer Middle School, and a panel, slide gate and diamond black vinyl at Price Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$8,725.00, 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



scan0851

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

June 1, 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 GATES AT STAUFFER MIDDLE SCHOOL,

AND SLIDE GATE, PANEL AND VINYL COVERING AT PRICE

ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-321 to furnish and install a swing gate at Stauffer Middle School, and a panel, slide gate and diamond black vinyl at Price Elementary School, which received approval 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. 202021-321, to furnish and install a swing gate at Stauffer Middle School, and a panel, slide gate and diamond black vinyl at Price Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$8,725.00, 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. 73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-337, exterior painting of north side of cafeteria building at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$4,985.00, 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



scan0852

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE:

June 1, 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: EXTERIOR PAINTING AT COLUMBUS HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-337 for exterior painting on the north side of the cafeteria building in preparation for a mural to be painted at Columbus High School, which received ratification at the meeting of May 11, 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. 202021-337, exterior painting of north side of cafeteria building at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$4,985.00, 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. 74. APPROVE the June 2021 budget transfers and adjustments for the 2020-21 fiscal year.



Supporting Documents



scan0853

Downey Unified School District

Business Services

DATE:

June 1, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services Prepared by Michael Martinez, Senior Director, Budget and Finance

SUBJECT:

2020-21 BUDGET TRANSFERS AND ADJUSTMENTS

ACTION ITEM

Budget transfers and adjustments are presented to recommend changes in the District's operating budget based on the most current information regarding revenue and expense. Budget transfers propose changes in expenditure patterns without having an effect on the total approved operating budget. Budget adjustments, however, are changes in revenue and expenditures which change the total of the Board-approved budget.

Budget transfers include implementation of requested changes from site administrators and department heads within their programs. Budget adjustments are reviewed and approved by senior management on a case-by-case basis.

These transfers change the funds' ending balances as follows:

the land of any of the lands chang balances as long	JVVS.
General Fund Unrestricted	3,070,597.00
General Fund Restricted	(2,137,781.00)
SELPA Administrative Unit Fund Restricted	(25,121.00)
SELPA Programs Fund Restricted	99,998.00
SELPA Pass Through Fund Restricted	0.00
Adult Education Fund Unrestricted	220,300.00
Adult Education Fund Restricted	0.00
Cafeteria Fund Unrestricted	(18,000.00)
Cafeteria Fund Restricted	959,707.00
Deferred Maintenance Fund Unrestricted	1,359,443.00
Building Fund Restricted	39,487,140.00
Capital Facilities Fund Restricted	(190,157.00)
County School Facilities Fund Restricted	24,178,053.00
Special Reserve Capital Outlay Projects Fund Unrestricted	250,587.00
Special Reserve Technology Fund Unrestricted	5,912.00
Workers' Compensation Self-Insurance Fund Unrestricted	199,914.00
Health and Welfare Self-Insurance Fund Unrestricted	730,000.00
Retirement Medical Self-Insurance Fund Unrestricted	10,879.00

SUPERINTENDENT'S RECOMMENDATION:

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

Los Angeles County Office of Education
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Budget Adjustment Summary

K-12/ROPs/JPAs

1	PERIOD AFFECTED:
	Adopted Budget
	☐ First Interim
	Second Interim
	Third Interim

Submit one	(1)	certified	original	of	this	form.
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DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA837-01U	FUND NUMBER 01.0	
FISCAL YEAR 20-21	GENERAL FUND		✓unrestricted Restricted

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code		udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$	170,030.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				(50,000.00)
4.	Other Local Revenue	8600-8799				(224,509.00)
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7.	Contributions	8980-8999			200	(193,536.00)
		8. Total Reve	nues/Other Financ	ng Sources	\$	(298,015.00)

B.	Expenditures/Other Financing Uses			Budget Adjustment Increase (Decrease)	
1.	Certificated Personnel Salaries	1000-1999		\$	(74,302.00)
2.	Classified Personnel Salaries	2000-2999			(1,285,514.00)
3.	Employee Benefits	3000-3999			(207,594.00)
4.	Books and Supplies	4000-4999			(1,021,574.00)
5.	Services and Other Operating Expenditures	5000-5999			(730,962.00)
6.	Capital Outlay	6000-6999			(123,234.00)
7.	Tuition	7100-7199			0.00
8.	Interagency Transfers Out	7200-7299			0.00
9.	Transfers of Indirect Costs	7300-7399			74,568.00
10.	Debt Service	7430-7439			0.00
11. Interfund Transfers Out		7600-7629			0.00
12.	. All Other Financing Uses	7630-7699			0.00
	13. Total I	Expenditures/Othe	r Financing Uses	\$	(3,368,612.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 3,070,597.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713	-	
All Others	9719		
	Total Nonspe	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Comr	nitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		3,070,597.00
	Total Unassigned/U	nappropriated Amounts	3,070,597.00
6. Total Components of Ending Fund Balance (Must			\$ 3,070,597.00

To revise budgets for Estimated Actuals projections.

Michael Martinez Date of Board approval Signature of Authorized Signatory of THE BOARD		(562)469	(562) 469-6621		ct PERSON d.net
		RY OR DESIGNEE OF			06/01/2021
Submit one (1) certifie	d original of this form to	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS A	NGELES COUNTY SUPER	RINTENDENT OF SCHOOLS DI	EPUTY	DATE SIGNED

Ø	Los Angeles County Office of Education
(3)	Los Angeles County Office of Education

Budget Adjustment Summary

Submit and	141	contifical	aviginal	-4	thin	fa uma

Office of Editoring Students - Supporting Col	ucation mmunities • Leading Educa		5	☐ Adopted Budget ☐ First Interim ☐ Second Interim ☑ Third Interim ☐ Unaudited Actuals
DISTRICT NUMBER		GL JOURNAL ID NUMBER	FUND NUMBER	
64451		BA838-01R	01.0	
FISCALYEAR 20-21		GENERAL FUND		UNRESTRICTED RESTRICTED
06/01/2021		HOOL DISTRICT EY UNIFIED SCHOOL DISTRICT		

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code		Budget Adjustment Increase (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$	(1,061,031.00)
2.	Federal Revenue	8100-8299				1,854,627.00
3.	Other State Revenue	8300-8599				3,148,677.00
4.	Other Local Revenue	8600-8799				94,403.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7. Contributions	8980-8999				193,536.00	
		8. Total Reve	8. Total Revenues/Other Financing Sources			4,230,212.00

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
1,	Certificated Personnel Salaries	1000-1999		\$ 1,697,357.00
2.	Classified Personnel Salaries	2000-2999		(249,150.00)
3.	Employee Benefits	3000-3999		1,381,197.00
4.	Books and Supplies	4000-4999		1,780,784.00
5.	Services and Other Operating Expenditures	5000-5999		465,555.00
6.	Capital Outlay	6000-6999		795,247.00
7.	Tuition	7100-7199		459,527.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		37,476.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ 6,367,993.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

\$

PERIOD AFFECTED:

(2,137,781.00)

D.	Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
1.	Nonspendable Amounts Revolving Cash	9711		\$
	Stores	9712		
	Prepaid Expenditures	9713		
	All Others	9719		
		Total Nonsp	endable Amounts	0.0
2.	Restricted Amounts Restricted	9740		\$
		Total Rest	ricted Amounts	0.0
3.	Committed Amounts Stabilization Arrangements	9750		\$
	Other Commitments	9760	100	
		Total Com	mitted Amounts	0.0
4.	Assigned Amounts Other Assignments	9780		\$
		Total Ass	igned Amounts	0.0
5	. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
	Unassigned/Unappropriated/Unrestricted Net Position	9790		(2,137,781.00
		Total Unassigned/l	Inappropriated Amounts	(2,137,781.00
	. Total Components of Ending Fund Balance (Musi			\$ (2,137,781.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		A STATE OF THE PARTY OF THE PAR	9-6621	mimartinez@dus	
	NATURE OF AUTHORIZED SIGNATORY (BOARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified	d original of this form to:	Busi 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number 64451	GL Journal ID Number BA838-01R	Fund Number 01.0	
Fund Name	Unrestricted / Restricted	(Circle One)	
General	Restricted		

Date of Summary	Name of School District
June 1, 2021	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099	8097	65000
2. Federal	8100-8299	8181, 8182, 8290	33100, 33110, 33450, 30100, 32100, 32120, 32150, 40350, 42030, 56400,
3. State	8300-8599	8311, 8590	63870, 63880, 65000, 65200, 74200
4. Local	8600-8799	8699	92008, 92016, 92021, 92022, 92025
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999	8980	33150, 33270, 65000

os Angeles County ffice of Education

Budget Adjustment Summary

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Office of Education ving Students • Supporting Communities • Lea		5	☐ Adopted Budget ☐ First Interim ☐ Second Interim ☐ Third Interim ☐ Unaudited Actuals
STRICT NUMBER 4451	GL JOURNAL ID NUMBER BA839-01R	FUND NUMBER	R
SCAL YEAR 0-21	FUND NAME SELPA ADMINISTRATIVE U	NIT	UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	get Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8182	33920	79,686.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ing Sources	\$ 79,686.00

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$	25,115.00
2.	Classified Personnel Salaries	2000-2999			1,231.00
3.	Employee Benefits	3000-3999			(28,147.00)
4.	Books and Supplies	4000-4999			(1,000.00)
5.	Services and Other Operating Expenditures	5000-5999		107,6	
6.	Capital Outlay	6000-6999			0.00
7.	Tuition	7100-7199		0.	
8.	Interagency Transfers Out	7200-7299			0.00
9.	Transfers of Indirect Costs	7300-7399			0.00
10.	Debt Service	7430-7439			0.00
11.	Interfund Transfers Out	7600-7629			0.00
12. /	All Other Financing Uses	7630-7699			0.00
	13. Total I	expenditures/Othe	r Financing Uses	\$	104,807.00

\$ C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] (25, 121.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

). Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(25,121.00
	Total Unassigned/L	Jnappropriated Amounts	(25,121.00
6. Total Components of Ending Fund Balance (Must			\$ (25,121.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		NE NUMBER OF CONTACT PERSON) 469-6621	mimartinez@dusd.net	
		The state of the s	, Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified origin	nal of this form to:	Los Angeles County Off Business Advisory Serv 9300 Imperial Highway Downey, CA 90242-289	ices	
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGELES COUNT	Y SUPERINTENDENT OF SCHOOLS	DEPUTY	DATE SIGNED

Los Angeles County Office of Education

Budget Adjustment Summary

Office of Educations Supporting Cou	ucation mmunities • Leading Educ			Adopted Budget First Interim Second Interim Third Interim Unaudited Actuals
DISTRICT NUMBER		GL JOURNAL ID NUMBER	FUND NUMBER	
64451		BA840-01R	01.2	
FISCAL YEAR 20-21		SELPA PROGRAMS		UNRESTRICTED RESTRICTED
DATE OF SUMMARY 06/01/2021	11/11/11/11/11	CHOOL DISTRICT EY UNIFIED SCHOOL DISTRICT		

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Adjustment e (Decrease)
1,	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ing Sources	\$ 0.00

B. Expenditures/Oth Financing Uses		Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
1. Certificated Personnel Salar	es	1000-1999		\$ (101,760.00)
2. Classified Personnel Salarie	S	2000-2999		(83,597.00)
3. Employee Benefits		3000-3999		(110,147.00)
4. Books and Supplies		4000-4999		0.00
5. Services and Other Operating	g Expenditures	5000-5999		195,506.00
6. Capital Outlay		6000-6999		0.00
7. Tuition		7100-7199		0.00
8. Interagency Transfers Out		7200-7299		0.00
9. Transfers of Indirect Costs		7300-7399		0.00
10. Debt Service		7430-7439		0.00
11. Interfund Transfers Out		7600-7629		0.00
12. All Other Financing Uses		7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ (99,998.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 99,998.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspe	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
3. Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Comm	nitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		99,998.00
	Total Unassigned/U	nappropriated Amounts	99,998.00
6. Total Components of Ending Fund Balance (Must			\$ 99,998.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		(562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		DR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certifi	ed original of this form to:	Busi 9300	Angeles County Office ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGE	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
Serving Stu	dents . Supporting Communities . Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
Adopted Budge
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_	Adopt	ed	Bud	ge
	First I	nte	rim	

Second Interim ✓ Third Interim

Submit	one (1)	certified	original	of this	farm

Unaudited Actuals DISTRICT NUMBER GL JOURNAL ID NUMBER FUND NUMBER 64451 BA841-10R 10.0 FISCAL YEAR FUND NAME 20-21 SELPA PASS THROUGH UNRESTRICTED RESTRICTED

DATE OF SUMMARY NAME OF SCHOOL DISTRICT 06/01/2021 DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8287	33100, 33110	(168,462.00)
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Rever	nues/Other Financi	ng Sources	\$ (168,462.00)

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	dudget Adjustment acrease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		0.00
3.	Employee Benefits	3000-3999		0.00
4.	Books and Supplies	4000-4999		0.00
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		(168,462.00)
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ (168,462.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] \$ 0.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713	1 17	
All Others	9719		
	Total Nonspi	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	nitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/U	nappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Cont		\$ 0.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 9-6621	email address of conta mimartinez@dus	
	SNATURE OF AUTHORIZED SIGNATORY E BOARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certifie	d original of this form to:	Busi 9300	Angeles County Offic iness Advisory Servic D Imperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	PEPUTY	DATE SIGNED

	Los Angeles County Office of Education	
(3)	Los Angeles County Office of Education	

Budget Adjustment Summary K-12/ROPs/JPAs

Submit one (1) of	certified	original	of this	form
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erving Students • Supporting Cor Submit one (1) certifi				☐ First Interim ☐ Second Interim ☐ Third Interim ☐ Unaudited Actuals
DISTRICT NUMBER		GL JOURNAL ID NUMBER	FUND NUMBER	
64451		BA842-11U	11.0	
FISCALYEAR 20-21		FUND NAME ADULT EDUCATION FUND		✓ UNRESTRICTED RESTRICTED
DATE OF SUMMARY	NAME OF SCHOOL			
06/01/2021	DOWNEY	UNIFIED SCHOOL DISTRICT		

DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8671,8699,866	00000, 06390	(114,428.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7. Cc	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (114,428.00)

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	lget Adjustment ease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ (191,050.00)
2.	Classified Personnel Salaries	2000-2999		(101,252.00)
3.	Employee Benefits	3000-3999		(38,607.00)
4.	Books and Supplies	4000-4999		24,281.00
5.	Services and Other Operating Expenditures	5000-5999		(21,189.00)
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		(6,911.00)
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	Expenditures/Othe	r Financing Uses	\$ (334,728.00)

\$ C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] 220,300.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

Form No. 503-056A Page 1 of 4 Rev. 04/23/2018

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED: Adopted Budget

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		220,300.00
	Total Unassigned/I	Jnappropriated Amounts	220,300.00
6. Total Components of Ending Fund Balance (Must	F		\$ 220,300.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		The state of the s		mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		PRINT NAME AND TITLE John A. Garcia, J		Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified origi	nal of this form to:	Busin 9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890	e of Education es	
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANGE	LES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

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

Budget Adjustment Summary

K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
Second Interim	
✓ Third Interim	

Submit one (1) certified original of this form,

	ind of the form.	Unaudited Actuals	
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA843-11R	FUND NUMBER	
FISCAL YEAR 20-21	ADULT EDUCATION FUND		UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	lget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099	see attached		\$ 0.00
2.	Federal Revenue	8100-8299			818,538.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			102,800.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 921,338.00

	ditures/Other ncing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1. Certificated Pers	onnel Salaries	1000-1999	*	\$	75,664.00
2. Classified Person	nnel Salaries	2000-2999			103,596.00
3. Employee Benefi	ts	3000-3999	3		84,949.00
4. Books and Supp	lies	4000-4999			416,468.00
5. Services and Oth	ner Operating Expenditu	ires 5000-5999		145,713	
6. Capital Outlay		6000-6999			94,948.00
7. Tuition	****	7100-7199			0.00
8. Interagency Tran	sfers Out	7200-7299			0.00
9. Transfers of Indir	ect Costs	7300-7399			0.00
10. Debt Service		7430-7439			0.00
11. Interfund Transfe	rs Out	7600-7629			0.00
12. All Other Financi	ng Uses	7630-7699			0.00
	13. To	tal Expenditures/Othe	r Financing Uses	\$	921,338.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		0.00
	Total Unassigned/U	Jnappropriated Amounts	0.00
6. Total Components of Ending Fund Balance (Must	Foundation Total in Con-		\$ 0.00

To revise budgets for Estimated Actuals projections.

Michael Martinez Date of Board Approval Signature of Authorized Signatory of The Board		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621 OR DESIGNEE OF PRINT NAME AND TITLE John A. Garcia,		mimartinez@dusd.net	
				Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified	original of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway vney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed Los Angeles County	I.D. SIGNATURE OF LOS ANGEL	ES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education

Division of Business Advisory Services 9300 Imperial Highway * Downey, CA 90242-2890

Submit to Business Advisory Services - EC Annex

Budget Adjustment Summary - ATTACHMENT 1 K-12/ROPs/JPAs

District (Unit) Number 64451	GL Journal ID Number BA843-11R	Fund Number	
Fund Name	Unrestricted / Restricted	(Circle One)	
Adult Education	Restricted		

Date of Summary	Name of School District
June 1, 2021	Downey Unified School District

A. Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code
1. Revenue Limit	8011-8099		
2. Federal	8100-8299	8285, 8290	35550, 58101, 58105, 58106
3. State	8300-8599		
4. Local	8600-8799	8699	92027
5. Interfund Transfers In	8910-8929		
6. Other Financing Sources	8930-8979		
7. Contributions to Restricted Programs	8980-8999		

	Los Angeles County Office of Education
Serving Stu	dents - Supporting Communities - Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED: Adopted Budget

☐ First Interim

Second Interim Third Interim

Submit one (1) certified original of this form.

out the (i) continue ong			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA844-13U	FUND NUMBER	
FISCAL YEAR 20-21	CAFETERIA FUND		✓UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	lget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	00000	(18,000.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (18,000.00)

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Adjustment e (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		0.00
3.	Employee Benefits	3000-3999		0.00
4.	Books and Supplies	4000-4999		0.00
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (18,000.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonspe	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Comr	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780	-	\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(18,000.00)
	Total Unassigned/U	nappropriated Amounts	(18,000.00
6. Total Components of Ending Fund Balance (Must	Favol the Total in Cont		\$ (18,000.00)

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD			BER OF CONTACT PERSON 9-6621	mimartinez@dus	
				06/01/2021	
Submit one (1) certified or	iginal of this form to:	Busi 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.I Los Angeles County Superintendent). SIGNATURE OF LOS ANGE	LES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
dents - Supporting Communities - Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED: Adopted Bud

	Adopted	
	First Inte	erim
_	A COMPANY OF	

Second Interim

Third Interim

Submit one (1)	certified	original o	f this form
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		Unaudited Actuals
64451	GL JOURNAL ID NUMBER BA845-13R	FUND NUMBER 13.0
FISCAL YEAR 20-21	FUND NAME CAFETERIA FUND	UNRESTRICTED AESTRICTE

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299	8220	53100,53160,532	214,853.00
3.	Other State Revenue	8300-8599	8520	53100	15,000.00
4.	Other Local Revenue	8600-8799	8634, 8699	53100	551,178.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	8980	53100, 90100	0.00
		8. Total Rever	nues/Other Financ	ing Sources	\$ 781,031.00

B. Expenditures/Other Financing Uses	Object Code	Object Code (Optional)		Budget Adjustment Increase (Decrease)	
1. Certificated Personnel Salaries	1000-1999		\$	0.00	
2. Classified Personnel Salaries	2000-2999			(96,193.00)	
3. Employee Benefits	3000-3999			2,105.00	
4. Books and Supplies	4000-4999		81,069.0		
5. Services and Other Operating Expenditure	s 5000-5999		(38,681.0		
6. Capital Outlay	6000-6999			(21,843.00)	
7. Tuition	7100-7199			0.00	
8. Interagency Transfers Out	7200-7299			0.00	
9. Transfers of Indirect Costs	7300-7399			(105,133.00)	
10. Debt Service	7430-7439			0.00	
11. Interfund Transfers Out	7600-7629			0.00	
12. All Other Financing Uses	7630-7699			0.00	
13. Tota	I Expenditures/Othe	r Financing Uses	\$	(178,676.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$	959,707.00
---	----	------------

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Comi	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		959,707.00
	Total Unassigned/U	nappropriated Amounts	959,707.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec.	tion (C)	DE0 707 00
or reservoir de l'indig i dila balance (Must	Equal the Total III Sec	uon c)	\$ 959,707.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT OF MICHAEL MARTINEZ	CONTACT PERSON	A CAMPAGE AND A SECOND CO.	BER OF CONTACT PERSON 9-6621	mimartinez@dus	
	IGNATURE OF AUTHORIZED SIGNA HE BOARD	TORY OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certifi	ed original of this form	Busi 930	Angeles County Officiness Advisory Service Imperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W. Los Angeles County Superintendent	, Ed.D. SIGNATURE OF LO	S ANGELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
(B)	Los Angeles County Office of Education

Budget Adjustment Summary

Ser

Los Angeles County Office of Education ving Students - Supporting Communities - Leading Education ubmit one (1) certified original of thi			Adopted Budget First Interim Second Interim Third Interim Unaudited Actuals
STRICT NUMBER 64451	GL JOURNAL ID NUMBER BA846-14U	FUND NUMBER	El oridadiso Addalo
SCAL YEAR 20-21	DEFERRED MAINTENANCE FUND		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code		Adjustment (Decrease)
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				0.00
4.	Other Local Revenue	8600-8799				0.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979			1040	0.00
7.	Contributions	8980-8999				0.00
		8. Total Rever	nues/Other Financi	ng Sources	\$	0.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		udget Adjustment crease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$	0.00
2.	Classified Personnel Salaries	2000-2999			0.00
3.	Employee Benefits	3000-3999			0.00
4.	Books and Supplies	4000-4999			(38,493.00)
5.	Services and Other Operating Expenditures	5000-5999			(1,119,448.00)
6.	Capital Outlay	6000-6999		(201,502.00	
7.	Tuition	7100-7199			0.00
8.	Interagency Transfers Out	7200-7299			0.00
9.	Transfers of Indirect Costs	7300-7399			0.00
10.	Debt Service	7430-7439			0.00
11.	Interfund Transfers Out	7600-7629			0.00
12.	All Other Financing Uses	7630-7699			0.00
	13. Total E	xpenditures/Other	Financing Uses	\$	(1,359,443.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 1,359,443.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750	*	\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780	-	\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		1,359,443.00
	Total Unassigned/L	Inappropriated Amounts	1,359,443.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Cos	O\	\$ 1,359,443.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certific	ed original of this form to:	Busi 930	Angeles County Officiness Advisory Servic 0 Imperial Highway 0 Inney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANGI	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

nty on

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:
Adopted Budget
First Interim
Second Interim
☑ Third Interim

Serving Students . Supporting Communities . Leading Educators

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA847-21R	FUND NUMBER 21.0	
FISCAL YEAR 20-21	FUND NAME BUILDING FUND		UNRESTRICTED ✓ RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	udget Adjustment crease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	90100	(416,590.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999	8951	90100	33,000,000.00
		8. Total Reve	nues/Other Financi	ing Sources	\$ 32,583,410.00

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	dget Adjustment rease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		(98,247.00)
3.	Employee Benefits	3000-3999		(57,735.00)
4.	Books and Supplies	4000-4999		(406,801.00)
5.	Services and Other Operating Expenditures	5000-5999		121,747.00
6.	Capital Outlay	6000-6999		(6,462,694.00)
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ (6,903,730.00)

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 39,487,140.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.0
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.0
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	nitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
5. Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		39,487,140.00
	Total Unassigned/U	nappropriated Amounts	39,487,140.00
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	View C)	\$ 39,487,140.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		(562)46	BER OF CONTACT PERSON 9-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNA 06/01/2021	ITURE OF AUTHORIZED SIGNATORY (OARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified	original of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway (ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANGE	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

	Los Angeles County Office of Education
E3	Los Angeles County Office of Education

Budget Adjustment Summary

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Office of Educa erving Students • Supporting Commun Submit one (1) certified	tion K-12/ROPS/JPAS nities • Leading Educators		
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA848-25R	FUND NUMBER 25.0	
FISCAL YEAR 20-21	FUND NAME CAPITAL FACILITIES FUND		UNRESTRICTED RESTRICTED
DATE OF SLIMMARY	NAME OF SCHOOL DISTRICT		

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	B In	ludget Adjustment icrease (Decrease)
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				0.00
4.	Other Local Revenue	8600-8799	8681	90100		(190,157.00)
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979	***			0.00
7.	Contributions	8980-8999				0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$	(190,157.00)

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	Adjustment (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		0.00
3.	Employee Benefits	3000-3999		0.00
4.	Books and Supplies	4000-4999		0.00
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total	Expenditures/Othe	r Financing Uses	\$ 0.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ (190,157.00)

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		(190,157.00
	Total Unassigned/U	Inappropriated Amounts	(190,157.00
6. Total Components of Ending Fund Balance (Must			\$ (190,157.00

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 9-6621	mimartinez@dus		
DATE OF BOARD APPROVAL SIGNATURE THE BOARD	OF AUTHORIZED SIGNATORY	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021	
Submit one (1) certified orig	inal of this form to:	Bus 930	Angeles County Offic iness Advisory Servic 0 Imperial Highway rney, CA 90242-2890	es		
Approved: Debra Duardo, M.S.W., Ed.D. Los Angeles County Superintendent	SIGNATURE OF LOS ANG	SELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	DEPUTY	DATE SIGNED	

Los Angeles County Office of Education
Los Angeles County Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

Serving Students • Supporting Communities • Leading Educators

eading Educators	15	First Interim Second Interim
nal of this form.		☑ Third Interim ☐ Unaudited Actuals
GL JOURNAL ID NUMBER BA849-35R	FUND NUMBER	3
FUND NAME COUNTY SCHOOL FACILIT	TIES FUND	UNRESTRICTED AESTRICTED
	nal of this form. GL JOURNAL ID NUMBER BA849-35R FUND NAME	eading Educators nal of this form. GL JOURNAL ID NUMBER BA849-35R FUND NUMBER 35.0

2 1202		
DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	get Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	77100	61,682.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 61,682.00

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		udget Adjustment crease (Decrease)	
1.	Certificated Personnel Salaries	1000-1999		\$	0.00	
2.	Classified Personnel Salaries	2000-2999			0.00	
3.	Employee Benefits	3000-3999			0.00	
4.	Books and Supplies	4000-4999			0.00	
5.	Services and Other Operating Expenditures	5000-5999		0.0		
6.	Capital Outlay	6000-6999		(24,116,37		
7.	Tuition	7100-7199		0.0		
8.	Interagency Transfers Out	7200-7299			0.00	
9.	Transfers of Indirect Costs	7300-7399			0.00	
10.	Debt Service	7430-7439			0.00	
11.	Interfund Transfers Out	7600-7629			0.00	
12.	All Other Financing Uses	7630-7699			0.00	
	13. Total E	xpenditures/Other	Financing Uses	\$	(24,116,371.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] \$ 24,178,053.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

PERIOD AFFECTED:

Adopted Budget

Object Code	Resource Code	Revision Increase (Decrease)
9711		\$
9712		
9713		
9719		
Total Nonsp	endable Amounts	0.0
9740		\$
Total Rest	ricted Amounts	0.0
9750		\$
9760		
Total Com	mitted Amounts	0.00
9780		\$
Total Assi	gned Amounts	0.00
9789		\$
9790		24,178,053.00
Total Unaccioned/U	nappropriated Amounts	24,178,053.00
	9711 9712 9713 9719 Total Nonsp 9740 Total Rest 9750 9760 Total Comi 9780 Total Assi	9711 9712 9713 9719 Total Nonspendable Amounts 9740 Total Restricted Amounts 9750 9760 Total Committed Amounts 9780 Total Assigned Amounts

To revise budgets for Estimated Actuals projections.

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		(562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
	ATURE OF AUTHORIZED SIGNATORY OR LOARD	DESIGNEE OF	John A. Garcia,		06/01/2021
Submit one (1) certified	original of this form to:	Busi 9300	Angeles County Officiness Advisory Service Imperial Highway (ney, CA 90242-2890)		
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANGELE	S COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Los Angeles County Office of Education

Budget Adjustment Summary K-12/ROPs/JPAs

HOD AFFECTED.	
Adopted Budget	
First Interim	

Serving Students - Supporting Communities - Leading Educators

Submit one (1) certified orig	ginal of this form.		Second Interim Third Interim Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA850-40U	FUND NUMBER	
FISCAL YEAR 20-21	FUND NAME SPECIAL RESERVE CAPIT	AL PROJECTS	ZUNBERTBICTED CORRECTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Adjustment (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799			0.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 0.00

В.	Expenditures/Other Financing Uses	Object Code Resource Code (Optional)		Budget Adjustment Increase (Decrease)		
1.	Certificated Personnel Salaries	1000-1999		\$	0.00	
2.	Classified Personnel Salaries	2000-2999			0.00	
З.	Employee Benefits	3000-3999			0.00	
4.	Books and Supplies	4000-4999			0.00	
5.	Services and Other Operating Expenditures	5000-5999		0.00		
6.	Capital Outlay	6000-6999		(250,587.00)		
7.	Tuition	7100-7199		0.00		
8.	Interagency Transfers Out	7200-7299			0.00	
9.	Transfers of Indirect Costs	7300-7399			0.00	
10.	Debt Service	7430-7439			0.00	
11.	Interfund Transfers Out	erfund Transfers Out 7600-7629	ut 7600-7629	0		
12.	All Other Financing Uses	7630-7699			0.00	
	13. Total E	xpenditures/Other	Financing Uses	\$	(250,587.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 250,587.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	0.00	
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Assi	gned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		250,587.00
	Total Unassigned/U	nappropriated Amounts	250,587.00
6. Total Components of Ending Fund Balance (Must			\$ 250,587.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Estimated Actuals projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez		TELEPHONE NUMBER OF CONTACT PERSON (562) 469-6621		EMAIL ADDRESS OF CONTACT PERSON mimartinez@dusd.net	
	TURE OF AUTHORIZED SIGNATORY OR OARD	DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified	original of this form to:	Busi 9300	Angeles County Offici iness Advisory Servic Dimperial Highway rney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., E Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANGEL	ES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Office of Education

Budget Adjustment Summary

Office of Education ving Students • Supporting Communities • L ubmit one (1) certified origin	eading Educators	As	Adopted Budget First Interim Second Interim Third Interim
STRICT NUMBER	GL JOURNAL ID NUMBER BA851-40U	FUND NUMBE	Unaudited Actuals
SCAL YEAR 20-21	FUND NAME SPECIAL RESERVE - TEC	HNOLOGY	JUNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	dget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8660	00000	(15,036.00)
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7. Contributions	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ (15,036.00)

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)	
1,	Certificated Personnel Salaries	1000-1999		\$	0.00	
2.	Classified Personnel Salaries	2000-2999			0.00	
3.	Employee Benefits	3000-3999			0.00	
4.	Books and Supplies	4000-4999		7,900.0		
5. Services and Other Operating Expenditures		5000-5999		8,771.0		
6.	Capital Outlay	6000-6999			(37,619.00)	
7.	Tuition	7100-7199			0.00	
8.	Interagency Transfers Out	7200-7299			0.00	
9.	Transfers of Indirect Costs	7300-7399		0.00		
10.	Debt Service	7430-7439			0.00	
11.	Interfund Transfers Out	7600-7629		0.0		
12.	All Other Financing Uses	7630-7699			0.00	
	13. Total E	xpenditures/Othe	r Financing Uses	\$	(20,948.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 5,912.00
---	-------------

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level. If Section C is not zero, you must complete Section D on Page 2. PERIOD AFFECTED:

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.0
Restricted Amounts Restricted	9740		\$
	Total Rest	0.0	
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.0
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790	A	5,912.0
	Total Unassigned/	Jnappropriated Amounts	5,912.0
6. Total Components of Ending Fund Balance (Must	Equal the Total in Sec	otine C)	\$ 5,912.0

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Estimated Actuals projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONTACT PERSON Michael Martinez			BER OF CONTACT PERSON 9-6621	mimartinez@dus	
	NATURE OF AUTHORIZED SIGNATORY BOARD	OR DESIGNEE OF	John A. Garcia,	Jr., Ph.D., Supt.	06/01/2021
Submit one (1) certified	d original of this form to:	9300	Angeles County Office ness Advisory Service Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., I Los Angeles County Superintendent	Ed.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

DEDIO	D AFFECTED:	_
LA	dopted Budget	
□F	irst Interim	
□s	econd Interim	
VT	hird Interim	
П	langualita at Alaburata	

Submit one (1) certified original of this form.

			Unaudited Actuals
DISTRICT NUMBER 64451	GL JOURNAL ID NUMBER BA852-67U	FUND NUMBER 67.1	
FISCAL YEAR 20-21	SELF-INS FD - WORKERS' COMP		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY NAME OF SCHOOL DISTRICT 06/01/2021 DOWNEY UNIFIED SCHOOL DISTRICT

A.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	lget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$ 0.00
2.	Federal Revenue	8100-8299			0.00
3.	Other State Revenue	8300-8599			0.00
4.	Other Local Revenue	8600-8799	8674	00000	200,000.00
5.	Interfund Transfers In	8900-8929			0.00
6.	All Other Financing Sources	8930-8979			0.00
7.	Contributions	8980-8999			0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$ 200,000.00

B.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)	t Adjustment se (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$ 0.00
2.	Classified Personnel Salaries	2000-2999		0.00
3.	Employee Benefits	3000-3999		86.00
4.	Books and Supplies	4000-4999		0.00
5.	Services and Other Operating Expenditures	5000-5999		0.00
6.	Capital Outlay	6000-6999		0.00
7.	Tuition	7100-7199		0.00
8.	Interagency Transfers Out	7200-7299		0.00
9.	Transfers of Indirect Costs	7300-7399		0.00
10.	Debt Service	7430-7439		0.00
11.	Interfund Transfers Out	7600-7629		0.00
12.	All Other Financing Uses	7630-7699		0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$ 86.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] \$ 199,914.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)		
Nonspendable Amounts Revolving Cash	9711		\$		
Stores	9712				
Prepaid Expenditures	9713				
All Others	9719				
	Total Nonsp	endable Amounts	0.00		
Restricted Amounts Restricted	9740		\$		
Total Restricted Amounts		ricted Amounts	0.00		
Committed Amounts Stabilization Arrangements	9750		\$		
Other Commitments	9760				
	Total Com	mitted Amounts	0.00		
Assigned Amounts Other Assignments	9780		\$		
	Total Assi	gned Amounts	0.00		
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$		
Unassigned/Unappropriated/Unrestricted Net Position	9790	200	199,914.00		
	Total Unassigned/L	Inappropriated Amounts	199,914.00		
6. Total Components of Ending Fund Balance (Must	Equal the Total in Co.	ein- C)	\$ 199,914.00		
o. Total Components of Ending Fund Balance (Must	6. Total Components of Ending Fund Balance (Must Equal the Total in Section C)				

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Estimated Actuals projections.

F. School District Certification - Must be Completed

NAME OF SCHOOL DISTRICT CONT Michael Martinez	ACT PERSON		BER OF CONTACT PERSON 9-6621	mimartinez@dus	
DATE OF BOARD APPROVAL SIGNATURE OF AUTHORIZED SIGNATORY OF THE BOARD		OR DESIGNEE OF	PRINT NAME AND TITLE John A. Garcia, Jr., Ph.D., Supt.		06/01/2021
Submit one (1) certified	original of this form to:	Busi 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W., Ed Los Angeles County Superintendent	d.D. SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
dents = Supporting Communities = Leading Educators

Budget Adjustment Summary K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Bud	
Madobied Bud	ļ

☐ Adopted Budget ☐ First Interim

Second Interim

Third Interim

Submit one (1) certified original of this form.

		Unaudited Actuals
64451	GL JOURNAL ID NUMBER BA853-67U	FUND NUMBER 67.2
FISCAL YEAR 20-21	FUND NAME SELF-INS FD - HEALTH & W	ELFARE VUNBESTRICTED RESTRICTED

DATE OF SUMMARY
06/01/2021

NAME OF SCHOOL DISTRICT
DOWNEY UNIFIED SCHOOL DISTRICT

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Bu Inc	dget Adjustment rease (Decrease)
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				0.00
4.	Other Local Revenue	8600-8799	8660,8674,869	00000		530,000.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7.	Contributions	8980-8999				0.00
		8. Total Reve	nues/Other Financi	ng Sources	\$	530,000.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		Budget Adjustment ncrease (Decrease)	
1.	Certificated Personnel Salaries	1000-1999		\$	0.00	
2.	Classified Personnel Salaries	2000-2999			0.00	
3.	Employee Benefits	3000-3999			0.00	
4.	Books and Supplies	4000-4999			0.00	
5.	Services and Other Operating Expenditures	5000-5999		(200,000.00		
6.	Capital Outlay	6000-6999			0.00	
7.	Tuition	7100-7199			0.00	
8.	Interagency Transfers Out	7200-7299			0.00	
9.	Transfers of Indirect Costs	7300-7399			0.00	
10.	Debt Service	7430-7439			0.00	
11.	Interfund Transfers Out	7600-7629			0.00	
12.	All Other Financing Uses	7630-7699			0.00	
	13. Total E	xpenditures/Othe	r Financing Uses	\$	(200,000.00)	

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance]	\$ 730,000.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.0
Assigned Amounts Other Assignments	9780	Marin garage	\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		730,000.00
	Total Unassigned/	Unappropriated Amounts	730,000.0
6. Total Components of Ending Fund Balance (Must			\$ 730,000.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Estimated Actuals projections.

F. School District Certification - Must be Completed

The state of the s			9-6621	mimartinez@dus	
		OR DESIGNEE OF	John A. Garcia, Jr., Ph.D., Supt.		06/01/2021
Submit one (1) certified ori	ginal of this form to:	Busi 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, C A 90242-2890		
Approved: Debra Duardo, M.S.W., Ed.D Los Angeles County Superintendent	SIGNATURE OF LOS ANG	ELES COUNTY SUPE	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED

Los Angeles County Office of Education
Los Angeles Count Office of Education

Budget Adjustment Summary

K-12/ROPs/JPAs

PERIOD AFFECTED:	
Adopted Budget	
First Interim	
Second Interim	
☑ Third Interim	
DI	

Serving Students = Supporting Communities = Leading Educators

Submit one (1)	certified	original	of	this	form
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			Unaudited Actuals
64451	GL JOURNAL ID NUMBER BA854-67U	FUND NUMBER 67.5	
FISCAL YEAR 20-21	SELF-INS FD - RETIRE MED		✓ UNRESTRICTED RESTRICTED

DATE OF SUMMARY	NAME OF SCHOOL DISTRICT	
06/01/2021	DOWNEY UNIFIED SCHOOL DISTRICT	

Α.	Revenues/Other Financing Sources	Object Code	Specific Object Code	Specific Resource Code	Bud	dget Adjustment ease (Decrease)
1.	LCFF Sources	8010-8099			\$	0.00
2.	Federal Revenue	8100-8299				0.00
3.	Other State Revenue	8300-8599				0.00
4.	Other Local Revenue	8600-8799	8699	00000		150,000.00
5.	Interfund Transfers In	8900-8929				0.00
6.	All Other Financing Sources	8930-8979				0.00
7.	7. Contributions	8980-8999				0.00
		8. Total Rever	nues/Other Financi	ng Sources	\$	150,000.00

В.	Expenditures/Other Financing Uses	Object Code	Resource Code (Optional)		get Adjustment ease (Decrease)
1.	Certificated Personnel Salaries	1000-1999		\$	0.00
2.	Classified Personnel Salaries	2000-2999			0.00
3.	Employee Benefits	3000-3999			0.00
4.	Books and Supplies	4000-4999	· · · · · · · · · · · · · · · · · · ·	0	
5.	Services and Other Operating Expenditures	5000-5999			139,121.00
6.	Capital Outlay	6000-6999			0.00
7.	Tuition	7100-7199			0.00
8.	Interagency Transfers Out	7200-7299	· · · · · · · · · · · · · · · · · · ·		0.00
9.	Transfers of Indirect Costs	7300-7399			0.00
10.	Debt Service	7430-7439			0.00
11,	Interfund Transfers Out	7600-7629			0.00
12.	All Other Financing Uses	7630-7699			0.00
	13. Total E	xpenditures/Othe	r Financing Uses	\$	139,121.00

C. Subtotal A8 - B13 [This amount will Increase (Decrease) Ending Fund Balance] \$ 10,879.00

NOTES: Line A5 - Interfund Transfers In and Line B11 - Interfund Transfers Out must equal.

Line A7 - Contributions must net to zero at the total fund level.

If Section C is not zero, you must complete Section D on Page 2.

D. Components of Ending Fund Balance	Object Code	Resource Code	Revision Increase (Decrease)
Nonspendable Amounts Revolving Cash	9711		\$
Stores	9712		
Prepaid Expenditures	9713		
All Others	9719		
	Total Nonsp	endable Amounts	0.00
2. Restricted Amounts Restricted	9740		\$
	Total Rest	ricted Amounts	0.00
Committed Amounts Stabilization Arrangements	9750		\$
Other Commitments	9760		
	Total Com	mitted Amounts	0.00
Assigned Amounts Other Assignments	9780		\$
	Total Ass	igned Amounts	0.00
Unassigned/Unappropriated Amounts Reserve for Economic Uncertainties	9789		\$
Unassigned/Unappropriated/Unrestricted Net Position	9790		10,879.00
	Total Unassigned/U	Jnappropriated Amounts	10,879.00
			10.000.00
6. Total Components of Ending Fund Balance (Mus	t Equal the Total in Sec	etion C)	\$ 10,879.00

E. Narrative Explanation for this Revision - Must be Completed

To revise budgets for Estimated Actuals.

F. School District Certification - Must be Completed

Michael Martinez Date of Board approval Signature of authorized Signatory or 06/01/2021		(562) 469-6621		mimartinez@dusd.net		
				Jr., Ph.D., Supt.	06/01/2021	
Submit one (1) certif	ied origin	al of this form to:	Busin 9300	Angeles County Offic ness Advisory Servic Imperial Highway ney, CA 90242-2890		
Approved: Debra Duardo, M.S.W Los Angeles County Superintendent	, Ed.D.	SIGNATURE OF LOS ANGE	LES COUNTY SUPER	RINTENDENT OF SCHOOLS D	EPUTY	DATE SIGNED



II. 75. RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.

Supporting Documents



scan0854

A. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
ADDITIONAL DAYS - D	istrict		
Arora, Anita	ESY/Summer School	\$489.32 Per Day	6/07/21- 7/09/21
Bedolla, Vanessa	ESY/Summer School	\$489.32 Per Day	6/07/21- 7/09/21
Browning, Darryl	ESY/Summer School	\$528.81 Per Day	6/07/21- 7/09/21
Diaz, Gladys	STEAMworks	\$445.55 Per Day	6/07/21- 7/02/21
Hanohano-Lira, Erin	ESY/Summer School	\$489.32 Per Day	6/07/21- 7/09/21
Nicassio, Katharine	ESY/Summer School	\$528.81 Per Day	6/07/21- 7/09/21
Quintero, Concepcion	ESY/Summer School	\$528.81 Per Day	6/07/21- 7/09/21
Sanchez, Daniela	ESY/Summer School 50%		6/07/21- 7/15/21
Simpson, Kelsey	ESY/Summer School 50%	\$600.04 Per Day	6/07/21- 7/15/21
Velasquez, Gladys	ESY/Summer School	\$600.04 Per Day	6/07/21- 7/15/21
Zegarra, Anthony	ESY/Summer School	\$528.81 Per Day	6/07/21- 7/09/21
ADDITIONAL DUTIES -	District, 2020-21 School Yea	r	
Crespo, Kelly Kling, Patricia		\$200.00 Per Day \$616.50 Per Diem	

ESY/SUMMER SCHOOL COUNSELORS - District, \$58.66 Per Hour, 6/02/21-7/30/21

Doty

Navarro, Michelle

Griffiths

Michea, Marcela

A. Employments (Temporary)

			Service	
Employee	Assignment	Salary Rate	Begins	
				_

ESY/SUMMER SCHOOL COUNSELORS - District, \$58.66 Per Hour, 6/02/21-7/30/21 (cont.)

Stauffer

Hayes, AndaJo

Sussman

Camacho, Debra Gillespie, James

Ramirez-Garcia, Claudia

Columbus

Marshall, Scott

Downey

Acosta, Lori

Calderon-Rodriguez, David

Curiel, Terri

Ekk, Cindy

Evans, Wayne

Loyarte, Joanne

Sanders, Nicole

Toledo, Alan

Trujillo, Pedro

Zakour, Zak

Warren

Ahumada-Cordova, Iliana

Baltazar, Luz

Benitez, Carlos

Lima, Adair

Ortiz, Rochelle

Richert, Lyzeth

Tse, Esther

Vance, Michael

White, Cyndi

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Begins
ESY/SUMMER SC	HOOL TEACHERS - Distric	ct. \$58.66 Per Hour. 6/0	7/21-7/15/21

Alameda

Amezcua, Zareli EI Calderon Suarez, Diana SDC Doty, Blair SDC Ewart, Emily SDC Figueroa, Tracey SDC Flores, Jennifer SDC Girardin, Kathleen EI Gomez, Julio SDC Gonzalez, Gabriel RSP

Grant, Lindsay Basic Skills

Hernandez, German EI Hood, Andrea SDC Jauregui, Noemi SBC Laemmlen, Amy SBC Martinez, Kayla EI Neimann, Natalie SDC Pacheco, Raelynn SBC Phillips, Larissa EI Pulido, Roberto SDC Roddy, Jill SBC Rojas, Laura SDC Starnes, Riley SDC

Torres, Vanessa Basic Skills

Tufnell, Tracy SDC Ulloa, Maricela RSP

Doty

Agranowitz, Natalia SDC Benner, Garrett Math 7

Bhakta, Bageshree Elective – Avid

Cabrales, Adan Math
Calata, Sharon Mythology
Cook, Ashley ELA
Driscoll, Loren Math 8

Fetter, Mark Elective - Spanish

Hauben, Kelly Math 6

A. Employments (Temporary) (cont.)

			Service
Employee	Assignment	Salary Rate	Begins

ESY/SUMMER SCHOOL TEACHERS - District, \$58.66 Per Hour, 6/02/21-7/15/21 (cont.)

Doty (cont.)

Im, Chandaramo Math 6

Lavalle, Vincent Elective – PE Maldonado, Julia Elective – Art

Marcy, Wendy Math 7

Marine, Shannon Elective - Fantasy Sports

Martin, Michael ELA
McClinton, Marjorie ELA 7
Mills, Hayden SDC
Molletti-Bovey, Virginia ELA 6
Parry, Tracy Math 8
Williams, Steven ELA

Griffiths

Abrams, April SDC

Bohlinger, Tyson Production Chatmon, Charmetra ELA 8

Cleek, Cara Elective - Drama

Curiel, Hilda SDC

Espina, Marlon AVID/Canvas

Franco, Dulce ELA 7 Karout, Sarah ELA 6 Legaspi, Ronald Math 6 Mata, Iris SDC McFadyen, Chelsea Math 8 Nametz, Michael Life Skills Neill, Tyler Math 7 Oregel, Luis Elective - PE

Ortiz, Joseph Math 8
Plant, Edward Elective – Art

Quimby, Jason Elective - Tech Lab

Roberts, Mark ELA 6
Santana, Valerie Math 6
Shull, James Math 6

Szachy, Daniel SDC Self Contained/Basic

Skills

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
ESY/SUMMER SCHOO	L TEACHERS – Distric	ct, \$58.66 Per Hour, 6/0	2/21-7/15/21
(cont.)			
Griffiths (cont.)			
Wharton, William	ELA 8		
Wolfe, Jeanetta	ELA 7		
Trono, boarrona			
Stauffer			
Barajas, Efren	SBC		
Casalegno, Vonnie	SDC		
Castro, Faye	SDC		
Chavez-Zavala, Erik	Math 8		
Clark, Kathleen	Elective - Foods		
Davis, Wesley	ELA 6		
Diulio, Judy	ELA 6		
Eduad, Deborah	ELA 8		
Holmes, William	ELA 7		
Maples, Sara	Math 6		
McConnell, Deanna	Elective – AVID		
McFaddin, Ryan	ELA 7		
Partin, April	ELA 8	7.0	
Pyle, Andrea	Elective – Photogra	aphy	
Rooney, Maricella	SDC		
Rowland, Jamie	Elective – Art		
Saikali, Rola	Math 7		
Savery, Leah	Math 6		
Tansopalucks, Trirath	Elective – Gateway	y to	
	Technology		
Tindoc, Oliver	Math 8		
Worthy, Lois	Math 7		
Zarate, Osvaldo	Elective – Music		
Cuceman			
<u>Sussman</u> Barela, Mihaela	ELA 6		
Byers, Erik	SDC		
Cabrera, Concha	Math 8		
Dann, Claire	ELA 7		
Diioli, Monique	ELA 6		
Dilon, Worlique	- No.		

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Begins
Facilities			Service

ESY/SUMMER SCHOOL TEACHERS - District, \$58.66 Per Hour, 6/02/21-7/15/21 (cont.)

Sussman (cont.)

Ferera, Gretchen ELA 7 Gallagher, Sophie ELA 8 Gonzalez, Neil ELA 8

Khafagi, Shareef Elective - Exploding

Science

Lundsberg, Megan Math 7

Malick-Perez, Tracy Elective – Study Skills Neal, Lorraine Elective – Mythology

Perkins, Ashley Math 6 Perkins, John Math 7

Reyna, Antonio Elective – Music

Santos, Alejandro Math 8

Schmaltz, Jeffrey Elective – Broadcast

Silagyi-Morris, Lynn SDC Spittell, Christine Math 6

Sun, Charlene Elective – PLTW

Columbus

Candelas, Nicolas APEX Credit Recovery

Chitwood, Ryan Math

Cricks, Robert Adult Transition
Gutierrez, Ruben Adult Transition

Harney, Daniel Science Hecker, Robert ELA

Krimbow, Danielle Woodruff Academy Larkin, Michael Adult Transition

Lemus, Shawn
Lozano, Charles
Marshall, Scott
Peterson, Darren

VPA
SDC
Spanish
SDC

Rojas, Daniel Adult Transition Simpson, Matthew PE/Health

Swander, William History

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

ESY/SUMMER SCHOOL TEACHERS - District, \$58.66 Per Hour, 6/02/21-7/15/21 (cont.)

Downey

Baca, Teresa French 1-3

Barber, Steven PE Beaver II, George APEX

Betancourt, Marcela Bridge Math

Breitschwerdt, Megan SDC
Brewer, Uvonne SDC-ED
Broun, Kevin World History
Craig, Andrew The Living Earth

Cramm, Russell Chemistry
Crespo, Kelly English
De La Torre, Jose Math 3

Delhousay, Shaun World History

Etson, Shannon SDC
Falkenstein, Daniel Math 2
Farina, Daniel Basic Skills

Flores, Natalie SDC

Gallegos, Louie SDC – Self Contained

Gonzalez, Christina English

Harris, Nathan Video Production

Herrera, Christopher Art Design Hollington, Thomas Health Houts, Jacob Basic Skills Hudson, Jennifer Health

Hwang, John The Living Earth
Judy, Stephen US History
Karzen, Micah English
Kim, Daniel Chemistry

Manzanares, Marvin The Living Earth

Matas, Sybil English
Mendoza, Cynthia Health
Miller, Seth Math
Navarro, Ricardo Math
Nevarez, Jessica Math

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

ESY/SUMMER SCHOOL TEACHERS - District, \$58.66 Per Hour, 6/02/21-7/15/21 (cont.)

Downey (cont.)

Nieto, Grace Spanish Nikaj, Darrelle Art Orca, Rica Math Perez, Lisa ASL

Ramirez, Andrew
Ramirez-Silva, Claudia
Spanish
APEX
Rauls, Ashley
Rios, Misty
Romero, Jennifer
English 11
Spanish
US History
Health
SDC

Saad, Amany SDC - Self Contained

Tikunoff-Jones, Natasha Adult Transition

Voulgaris, Carrie Math Wilmoth, Kimberly Bridge SEL

Woodhouse, Adorliz SDC

Warren

Adame, Cindy APEX - Spanish II/III

Cabrales, Adan
Cha, David
Coe, Paul
Cornell, Jonathan
Curiel, Joe
Basic Skills
Study Skills
Chemistry
Social Science
APEX – Recovery

Discovery

Deichman, Kyle Bridge – Study Skills

Diaz, Omar Chemistry
Dussan, Liliana APEX – Spanish
Elsasser, Gregory English 10/11

Farina, Bianca ELA

Franco, Maria Study Skills
Gipson, Bernie ASL 2
Gomez, Erica Int Math II
Gutierrez, Christopher Math
Holder, Jessie Math
Hylland, Cara SBC

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

ESY/SUMMER SCHOOL TEACHERS - District, \$58.66 Per Hour, 6/02/21-7/15/21 (cont.)

Warren (cont.)

Joest, Julie Art I/II
Kinney, Courtney SBC
Kropf, Kimberly ELA 9
Lacolla, Darryl Int Math III

Lara, Edward APEX – World History
LoCoco, Bartolo The Living Earth
Lopez, Karla Study Skills

Miranda, Daniel Bridge – Study Skills Muller, Michael APEX – AM Gov/Econ/US

History

Nelson, Jared Film & Video Production I

Nguyen, Lamvinh Int Math II/III

Nunez, Nathalie ELA 9

Pardo, Jakilin APEX – Spanish I

Pearson, Kevin PE

Peters, Therese Child Development
Ramsey, Sean The Living Earth
Salazar, Jairo ESY Science
Schmid, Tina Int Math I
Stevenson, Jody ASL I
Trejo, Raymundo Int Math I

Tunberg, Alicia Bridge - Study Skills

Welch, Jeffrey Health

Yoo, Tai Escalante Prog. Trig/Pre

Cal

Yost, Holly Mod/Severe

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
MASTER TEACHER -	2020-21 School Year		
Gibson, Lori	Biola	\$150.00	
Lejano, Charissa	Biola	\$ 75.00	
Lorberter, Rosanna	Biola	\$150.00	
Medina, Karilyn	Biola	\$150.00	
Nastase, Lauren	Biola	\$ 75.00	
Russell Hernandez, Nie	cole Biola	\$300.00	
Ticknor, Crystal	Biola	\$150.00	

Morales-Bell, Monica

SKILLS USA ADVISOR - Downey, \$1,585.00 Per Year, 2020-21 School Year

Armendariz, Cesar Ibarra-Alvarez, Clotilde Kendall, Kevin Storey, Danielle Yamasaki, Glenn Zessau, Christian

STEAMWORKS SUMMER TEACHER - \$58.66 Per Hour, 6/02/21-7/02/21

Gallatin (DL)
Alvarez, Jennifer
Conteras, Teresa
Estrada, Lilly
Gomez-Correa, Darlene
Heyden, Kelly
Lujan, Emily
Mendenhall, Danielle
Menjivar-Guillen, Maria
Meza, Melissa
Neill, Kirsten

A. Employments (Temporary) (cont.)

Consideration of			Service
Employee	Assignment	Salary Rate	Begins

STEAMWORKS SUMMER TEACHER - \$58.66 Per Hour, 6/02/21-7/02/21 (cont.)

Gallatin (DL) (cont.) Reppert, Jocelyn Rowe, Sara Ruiz, Elisa Russell Hernandez, Nicole Thomas, Lisa Wadman, Anne

Gauldin

Blazak, Molly Carrillo, Monica Kvale, Nicole Lee, Denise Morales, Jessica Ortega, Julia Paredes, Alondra Ramirez, Nicole Rhodes, Stacey Rocha, Alexandra Romero-Rodriguez, Lizette Roybal, Ross Saxton, Samantha Torres, Bethany Verstegen, Kathleen

Lewis

Ambroff, Amanda Avina, Maria Barger, Matthew Beaver, Karin Brabb, Monica Daugherty, Jennifer Flores, Mariana Garcia, Cassandra Hurtado, Monica Jimenez, Diana

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

STEAMWORKS SUMMER TEACHER - \$58.66 Per Hour, 6/02/21-7/02/21 (cont.)

Lewis (cont.)
Lee, Wendy
Lee, Junghee
Manzano, Rocio
Ortiz Soto, Evelyn
Reeves, Sherome
Santana, Patricia
Schneider-Tasse, Linda
Selvanayagam, Kimberly
Trejo, Katherine
Veith, Lacey

Rio Hondo Alpuche, Ray Alvarado, Angelica Alvarez, Diana Buchanan, Patricia Castanon, Suzanne Cortez, Leticia De Leon, Julia Dees, Natalie Flores, Gerardo Gaytan, Alex Gonzalez, Gina Gutierrez, Angela Leon, Nicole Nava-Barnes, Alexandra Reuter, Jemmy Roche, Kristina Sanchez Lopez, Michelle Shellenbergar, Cheryl Shetler, Jessica Wilson, Angelika

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins

STEAMWORKS SUMMER TEACHER - \$58.66 Per Hour, 6/02/21-7/02/21 (cont.)

Unsworth Arriola, Cynthia Brito, Kristy Buccola-Weber, Jacqueline Chun, Christina Cox-Nichols, Trisha Garcia, Nadia Garcia, Jasmine Gonzalez, Angelica Greilach, Robin Halbmaier, Michelle Hernandez, Jessica Jasso-Davila, Michelle Keele, Brooke Lovick, Melissa McEwen, Nicholas Morales, Kara Navichoque, Jessica Ortiz, Sabrina Petts, Aurora Sanchez, Stephanie

SUBSTITUTE TEACHER - District, \$175.00 Per Day, 2020-21 School Year

Beemer, Allison Hernandez, Vanessa Khafagi, Shareef Kim, Bridget Mendoza, Jazmin

Yun, Ruth

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
TEACHER ON SPECIA	L ASSIGNMENT - District		
Galan-Zeisel, Rosa	STEAMworks	\$414.60 Per Day	6/07/21- 7/02/21
Guerrero, Annabel	STEAMworks	\$414.60 Per Day	6/07/21- 7/02/21
Joachim, Susan	STEAMworks	\$445.55 Per Day	6/07/21- 7/02/21
Kacou, Natalie	STEAMworks	\$445.55 Per Day	6/07/21- 7/02/21
Kim, Christine	STEAMworks	\$445.55 Per Day	6/07/21- 7/02/21
Lorberter, Rosanna	STEAMworks	\$414.60 Per Day	6/07/21- 7/02/21
Martinez, Rosio	STEAMworks	\$414.60 Per Day	6/07/21- 7/02/21
Mojarro, Jenny	ESY/Summer School	\$556.94 Per Day	6/07/21- 7/15/21
Raridon, Nicole	ESY/Summer School	\$489.32 Per Day	6/07/21- 7/09/21
Ruesga, Alexandra	ESY	\$445.55 Per Day	6/07/21- 7/11/21
Schiavo, Mark	ESY/Summer School	\$556.94 Per Day	6/07/21- 7/15/21
Stanley, Barak	STEAMworks	\$445.55 Per Day	6/07/21- 7/02/21
Waymack, Rebecca	ESY	\$414.60 Per Day	6/07/21- 7/11/21

B. Leave of Absence

Employee	From	То	Effective
Davila, Chrysanthi	Teacher Stauffer \$96,611	LOA PB W/O Pay	8/09/21- 6/03/22
Gioulatos, Joanne	Teacher Doty \$103,354	LOA PB W/O Pay	8/06/21- 6/03/22
Jones, Eugene	Teacher Price \$109,253	AB375 – Child Bonding	8/09/21- 10/22/21
CORRECTED ACTIO	N		
Jones, Krystal	Vice Principal Rio Hondo \$123,151	AB375 – Child Bonding	3/01/21- 5/25/21
Vasquez-Funk, Merce	lena Teacher Warren \$109,253	FMLA W/O Pay	5/03/21- 6/01/21
	<u>C. Reassignm</u>	ents	
Employee	From	То	Effective
Cohen, Kristofer	AB375 – Child Bonding	Teacher Doty \$69,547	4/29/21
Jones, Krystal	AB375 - Child Bonding	Vice Principal Rio Hondo \$123,151	5/26/21

D. Terminations

Employee	Assignment	Effective	Reason
HA9877868	Admin Leave W/Pay	6/01/21	Voluntary Resignation
Alaniz, Yvette	Teacher Gallatin \$114,555	6/02/21	AR 4145 Early Retirement
Kezele, Carolyn	Teacher – RSP Gallatin \$97,056	6/02/21	AR 4145 Early Retirement
Rohman, Janet	Teacher – ASL Downey \$120,560	7/02/21	AR 4145 Early Retirement

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Aung, Annie	Facilities Constr. Coord.	\$7,018.00 mo.	05/24/21
(New Position)	Faclities Plng. & Devel.	(100%)	
INSTRUCTIONAL MEDI	A TECHNICIAN - \$3,273.00	Per Month, 05/11/2	21, 62.50%
Bejines, Brittany	Rio Hondo		05/24/21
Cedillo, Yolanda	Gauldin	\$3,356.00 mo.	
Corapi, Lynne	Unsworth	\$3,445.00 mo.	05/24/21
De Rivera, Royce	Old River	\$3,613.00 mo.	05/05/21
Lorenzetti, Joseph	Lewis		
Luis-Mendez, Angelica	Alameda		
Reynoso, Vanessa	Rio San Gabriel		05/24/21
STUDENT SUPERVISIO	N ASSISTANT - \$14.000 P	er Hour, 05/03/21, 3	3.5 Hours
Abrajan, Edith	Carpenter		05/05/21
Flores, Gloria	Price		05/24/21
Garcia, Rodolfo	Price		05/11/21
Gutarra, Ceci	Williams		
Validital Laffrage	Gallatin		
Volivitch, Jeffrey Weyers, Madeline			

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Barrera, Angelica (Substitute)	Inter. Clerical Asst. Varies	\$19.829 hr.	04/29/21
Bejines, Brittany (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	04/16/21
Carbajal, Sandra (Working out of class as needed)	Personnel Analyst Classified HR	\$6,522.00 mo.	05/07/21- TBD

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Castellano, Ruth (Substitute)	Inter. Clerical Asst. Varies	\$19.829 hr.	05/11/21
Clevenger, Hazel (Substitute)	Student Supv. Asst. Varies	\$14.000 hr.	05/10/21
Espinosa, Jonathan (Substitute)	Skilled Trades Asst. Varies	\$20.822 hr.	05/10/21
Garcia, Marcos	Asst. Soccer Coach Warren High	Not to exceed \$2,076.70	01/11/21- 05/12/21
Jones, Jermaine (Substitute)	Custodian Varies	\$19.747 hr.	05/10/21
Miranda, Noe (Substitute)	Custodian Varies	\$19.747 hr.	05/10/21
Moya, Griselda (Working out of class as needed)	Attend./Records Clerk Columbus	\$19.338 hr.	04/14/21- TBD
Perez, Patricia (Substitute)	Inter. Clerical Asst. Varies	\$18.883 hr.	05/10/21
Rivera, Isabel (Substitute)	Student Supv. Asst. Varies	\$14.000 hr.	05/04/21
Rodriguez, Christian	Asst. Soccer Coach Warren High	Not to exceed \$2,076.70	01/11/21- 05/12/21
Rodriguez, Maria	AVID Tutor College & Career Read.	\$14.000 hr.	05/07/21- 06/30/21
Ryan, Kei'la	Music Specialist Downey High	\$14.000 hr.	04/12/21- 06/30/21
Santillan, Amelia (Substitute)	Personnel/Payroll Asst. Varies	\$22.419 hr.	05/03/21

B. Employments (Temporary) (cont.)

Assignment	Salary Rate	Service Begins
AVID Tutor College & Career Read.	\$14.000 hr.	04/15/21- 06/30/21
ASB Accounting Tech. Varies	\$22.990 hr.	05/10/21
Sr. Instruct. Asst. Varies	\$17.994 hr.	05/10/21
Sr. Instruct. AsstSL Varies	\$18.883 hr.	05/14/21
	AVID Tutor College & Career Read. ASB Accounting Tech. Varies Sr. Instruct. Asst. Varies Sr. Instruct. Asst.	Assignment Rate AVID Tutor \$14.000 hr. College & Career Read. ASB Accounting Tech. \$22.990 hr. Varies Sr. Instruct. Asst. \$17.994 hr. Varies Sr. Instruct. Asst. \$18.883 hr.

C. Change of Assignment

Employee	From:	То:	Effective
Bejines, Brittany (Working out of class in Limited-Term assignment)	Student Supv. Asst. Imperial \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Gallatin \$18.883 hr. 5 Hours	04/26/21 TBD
Gomez, Clemente (Working out of class in Limited-Term assignment)	Utility Worker Rio San Gabriel \$4,392.00 mo. (100%)	Maint. Electr. Tech. Technology & SIS \$5,209.00 mo. (100%)	05/20/21- TBD
Hoffman, Erik (Working out of class in Limited-Term assignment)	Maint. Electr. Tech. Technology & SIS \$6,024.00 mo. (100%)	Facilities Prog. Mgr. Facilities Plng. & Devel. \$7,929.00 mo. (100%)	05/01/21- TBD
Mata, Stephanie (Promotion) (New Position)	Student Supv. Asst. Carpenter \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Carpenter \$3,445.00 mo. 5 Hours	05/06/21

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
Mendizabal, Otto (Working out of class in Limited-Term assignment)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Adult School \$4,392.00 mo. (100%)	05/10/21- 06/30/21
Rogers, Marcus (Working out of class in Limited-Term assignment)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Unsworth \$4,392.00 mo. (100%)	04/14/21- 06/30/21
Sanchez, Yobana (Promotion) (New Position)	Student Supv. Asst. Williams \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Williams \$3,273.00 mo. 5 Hours	05/06/21
Volivitch, Jeffrey (Promotion) (New Position)	Student Supv. Asst. Gallatin \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Gallatin \$3,273.00 mo. 5 Hours	05/17/21
Williams, Malachi (Working out of class in Limited-Term assignment)	Custodian Operations \$3,764.00 mo. (100%)	Utility Worker Rio Hondo \$3,978.00 mo. (100%)	05/05/21- 06/30/21

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Flores, Danielle	Inter. Clerical Asst.	05/21/21-	AB 2393-Child
	Lewis	05/21/21	Bonding Leave
Gutierrez, Robin	Food Service Asst.	05/20/21-	AB 2393-Child
	Warren High	05/28/21	Bonding Leave
Leauanae, Zunilda	ASB Accounting Tech.	05/17/21-	FMLA/
	Warren High	06/11/21	CFRA

D. Leaves of Absence (cont.)

Employee	Assignment	Effective	Reason
Madrid, Rebecca	Food Service Asst. Alameda	05/07/21- 05/28/21	Personal Business W/OUT PAY
Marmolejo, Valerie	Sr. Instruct. AsstS/MH	04/12/21-	AB 2393-Child
	Doty	05/10/21	Bonding Leave
Martin, Jessica	Secretary	05/04/21-	FMLA/
	Downey High	06/06/21	CFRA
Navarro, Lorraine	Inter. Clerical Asst.	05/03/21-	FMLA/
	Special Education	05/28/21	CFRA
Tapia, Cesar	Custodian	05/01/21-	FMLA/
	Operations	10/27/21	CFRA
YM2916086	Floor Maint. Worker Operations	04/23/21- 05/13/21	Disciplinary Suspension W/OUT PAY
Zepeda, Daniel	Floor Maint. Worker	05/01/21-	FMLA/
	Operations	04/26/22	CFRA

E. Terminations

Employee	Assignment	Effective	Reason
Alcala, Angel	Sr. Instruct. AsstBC Warren High	05/01/21	Voluntary Resignation
Churchill Mabin, Kim	Sr. Instruct. AsstS/MH Substitutes	04/22/21	Voluntary Resignation
Hernandez, Claudia	Sr. Instruct. Asst. Imperial	05/27/21	Voluntary Resignation
Maldonado, Evangelina	Food Service Asst. Downey High	06/01/21	Service Retirement

E. Terminations (cont.)

Employee	Assignment	Effective	Reason
Mancilla, Daniella	Sr. Instruct. AsstBC Gallatin	05/29/21	Voluntary Resignation
Marquess, Janice	Sr. Instruct. AsstBC Downey High	05/29/21	Early Retirement AR 5245
Martin, Michael	Sr. Instruct. Asst. Stauffer	05/29/21	Voluntary Resignation
Ramirez, Jessica	Sr. Instruct. Asst. Old River	05/29/21	Voluntary Resignation
Salcedo, Maria	Student Testing Tech. Innovative Educ. Prog.	07/01/21	Early Retirement



II. 76. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.

Supporting Documents



scan0855

DOWNEY UNIFIED SCHOOL DISTRICT Certificated Human Resources

DATE:

June 1, 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

Merchant, Abida

Small Business Concepts

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 44263.



III. 1. ADOPT Resolution No. 202021-18 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Stauffer Middle School.

Supporting Documents



scan0856

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-18

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE CONSTRUCTION OF THE GYMNASIUM BUILDING AT STAUFFER MIDDLE SCHOOL

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for a new gymnasium building at the Stauffer Middle School (Project); and

WHEREAS, Education Code 17072.35 stipulates how SFP new construction grant funds can be expended and SFP Regulation Section 1859.77.3(a) stipulates that a district may request new construction grants that exceed the pupil capacity of the Project based on state loading standards pursuant to Education Code 17071.25(a)(2); and

WHEREAS, the Project has zero classrooms within it, and in accordance with state loading standards therefore, it has zero pupil capacity; and

WHEREAS, the District wants to maximize the amount of state grants it will receive for the Project and wishes to utilize pupil grant eligibility in excess of the capacity of the Project for the construction of the Project; and

WHEREAS, the SAB changed its rules and now requires districts to justify eligibility for new construction grants at the time the application is reviewed instead of when the application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, the District plans to assign up to 271 elementary, middle, and/or high school pupil grants from the eligibility provided to the kindergarten through 12th grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed (or as determined and approved by OPSC); and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

Adopts the foregoing recitals as true and correct.

- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and
- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing students at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34 students per classroom for the 4-6 grades versus the State loading standard of 25, middle schools at a District loading standard of 35 students per classroom for the 7-8 grades versus the State loading standard of 27, and high schools at a District loading standard of 36 students per classroom for the 9-12 grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and
- The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the students receiving grants in the Projects.

PASSED AND ADOPTED this 1st day of June 2021, by the Governing Board of the Downey Unified School District of Los Angeles County, California by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

CERTIFICATION

I, Martha Sodetani, Clerk of the Board of Education of the Downey Unified School District, Los Angeles County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 1st day of June, 2021, with a copy of the Resolution being on file in the Administrative Office of the District.

Clerk, Board of Education of the Downey Unified School District

List of Exhibits

Exhibit A Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY, MIDDLE AND/OR HIGH SCHOOL GRADE PUPILS BEING UTILIZED FOR FUNDING OF THE GYMNASIUM AT STAUFFER MIDDLE SCHOOL

The Downey Unified School District is proposing to build a gymnasium at the Stauffer Middle School (Project) and receive funding from the State School Facilities Program (SFP).

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(a), the District may request new construction grants that exceed the student capacity of the project based on state loading standards. The District is proposing to utilize eligibility available for middle school students first, elementary school students second, and/or high school students last to assist with the construction of the Project, as necessary, depending on the District's eligibility for new construction grants at the time the Office of Public School Construction (as staff to the State Allocation Board) reviews the Project.

The District can accomplish the housing of the additional elementary, middle, and/or high school students by loading these classrooms at the maximum loading standard of 33 students per classroom for all grades pursuant to SFP Regulation Section 1859.77.3(a), as this maximum is below the maximum loading standard of the District. These loading standards exceed the State loading standard of 25 for K-6 grades and 27 for 7-12 grades. In effect, the District is proposing to house 8 additional students per classroom at the existing schools that serve grades 4-6 and 6 additional students per classroom at the existing schools that serve grades 7-12.

The District currently has approximately 237 elementary classrooms that serve grades 4-6, and 76 middle and 138 high school grade level classrooms identified on its Form SAB 50-02, *Existing School Building Capacity*, including those classrooms constructed since that are available to house the additional students. These classrooms provide the following additional housing capacity:

Number of existing elementary school (4-6) level classrooms:	237
Additional students that can be housed in each classroom:	<u>x 8</u>
Total number of additional students that can be housed:	1,896
Number of existing middle (7-8) grade level classrooms:	76
Additional students that can be housed in each classroom:	<u>x 6</u>
Total number of additional students that can be housed:	456
Number of existing high school (9-12) grade level classrooms:	138
Additional students that can be housed in each classroom:	<u>x 6</u>
Total number of additional students that can be housed:	828

In conclusion, this excess capacity of 3,180 students is more than enough to house the additional elementary, middle, and/or high school students that may require housing under this plan.



III. 2. ADOPT Resolution No. 202021-19 for Downey Unified to approve the use of pupil grant eligibility for the construction of the gymnasium building at Doty Middle School.

Supporting Documents



scan0857

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-19

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE CONSTRUCTION OF THE GYMNASIUM BUILDING AT DOTY MIDDLE SCHOOL

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for a new gymnasium building at the Doty Middle School (Project); and

WHEREAS, Education Code 17072.35 stipulates how SFP new construction grant funds can be expended and SFP Regulation Section 1859.77.3(a) stipulates that a district may request new construction grants that exceed the pupil capacity of the Project based on state loading standards pursuant to Education Code 17071.25(a)(2); and

WHEREAS, the Project has zero classrooms within it, and in accordance with state loading standards therefore, it has zero pupil capacity; and

WHEREAS, the District wants to maximize the amount of state grants it will receive for the Project and wishes to utilize pupil grant eligibility in excess of the capacity of the Project for the construction of the Project; and

WHEREAS, the SAB changed its rules and now requires districts to justify eligibility for new construction grants at the time the application is reviewed instead of when the application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, the District plans to assign up to 271 elementary, middle, and/or high school pupil grants from the eligibility provided to the kindergarten through 12th grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed (or as determined and approved by OPSC); and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

2

- Adopts the foregoing recitals as true and correct.
- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and
- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing students at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34 students per classroom for the 4-6 grades versus the State loading standard of 25, middle schools at a District loading standard of 35 students per classroom for the 7-8 grades versus the State loading standard of 27, and high schools at a District loading standard of 36 students per classroom for the 9-12 grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and
- The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the pupils receiving grants in the Projects.

PASSED AND ADOPTED this 1st day of June 2021, by the governing board of the Downey Unified School District of Los Angeles County, California by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

CERTIFICATION

I, Martha Sodetani, Clerk of the Board of Education of the Downey Unified School District, Los Angeles County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 1st day of June, 2021, with a copy of the Resolution being on file in the Administrative Office of the District.

Clerk, Board of Education of the Downey Unified School District

List of Exhibits

Exhibit A Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY, MIDDLE AND/OR HIGH SCHOOL GRADE PUPILS BEING UTILIZED FOR FUNDING OF THE GYMNASIUM AT DOTY MIDDLE SCHOOL

The Downey Unified School District is proposing to build a gymnasium at the Doty Middle School (Project) and receive funding from the State School Facilities Program (SFP).

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(a), the District may request new construction grants that exceed the student capacity of the project based on state loading standards. The District is proposing to utilize eligibility available for middle school students first, elementary school students second, and/or high school students last to assist with the construction of the Project, as necessary, depending on the District's eligibility for new construction grants at the time the Office of Public School Construction (as staff to the State Allocation Board) reviews the Project.

The District can accomplish the housing of the additional elementary, middle, and/or high school students by loading these classrooms at the maximum loading standard of 33 students per classroom for all grades pursuant to SFP Regulation Section 1859.77.3(a) as this maximum is below the maximum loading standard of the District. These loading standards exceed the State loading standard of 25 for K-6 grades and 27 for 7-12 grades. In effect, the District is proposing to house 8 additional students per classroom at the existing schools that serves grades 4-6 and 6 additional students per classroom at the existing schools that serve grades 7-12.

The District currently has approximately 237 elementary classrooms that serve grades 4-6, and 76 middle and 138 high school grade level classrooms identified on its Form SAB 50-02, *Existing School Building Capacity*, including those classrooms constructed since that are available to house the additional students. These classrooms provide the following additional housing capacity:

Number of existing elementary school (4-6) level classrooms:	237
Additional students that can be housed in each classroom:	<u>x 8</u>
Total number of additional students that can be housed:	1,896
Number of existing middle (7-8) grade level classrooms:	76
Additional students that can be housed in each classroom:	<u>x 6</u>
Total number of additional students that can be housed:	456
Number of existing high school (9-12) grade level classrooms: Additional students that can be housed in each classroom: Total number of additional students that can be housed:	138 <u>x 6</u> 828

In conclusion, this excess capacity of 3,180 students is more than enough to house the additional elementary, middle, and/or high school pupils that may require housing under this plan.



III. 3. ADOPT Resolution No. 202021-20 for Downey Unified to approve the use of pupil grant eligibility for the Doty Middle School classroom project.

Supporting Documents



scan0858

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-20

RESOLUTION TO APPROVE THE USE OF PUPIL GRANT ELIGIBILITY FOR THE DOTY MIDDLE SCHOOL CLASSROOM PROJECT

WHEREAS, the Downey Unified School District (District) has been approved, and will be reviewed and updated, for new construction grant eligibility under the Leroy F. Greene School Facility Program (SFP) pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et. seq., by the Office of Public School Construction (OPSC) and State Allocation Board (SAB); and

WHEREAS, the District has identified a need for new classrooms at its Doty Middle School (Project); and several other middle schools in the District and funding will be requested under the SFP for these projects; and

WHEREAS, eligibility for funding is generally required at the grade level of the classrooms being constructed; and

WHEREAS, the SAB changed its rules in June 2017 and now requires districts to justify eligibility for new construction grants at the time an application for funding is reviewed instead of when an application is submitted, and it is estimated it will take approximately two to three years from the time of submittal of the application for it to be reviewed; and

WHEREAS, the District's eligibility for new construction grants in approximately two to three years' time cannot be determined with any certainty; and

WHEREAS, based on the District's calculations for its 2019-20 eligibility for new construction grants under the SFP, the District has 1,940 elementary (K-6), 603 (7-8), 583 (9-12), 1,097 non-severe special education, and -511 severe special education pupil grant eligibility; and

WHEREAS, the District's current eligibility for new construction grants at the appropriate grade levels is insufficient to cover all projects under consideration; and therefore, in an abundance of caution it is assumed that the lack of eligibility at the required grade levels will persist and remain at the time the applications are eventually reviewed; and

WHEREAS, the District wants to maximize the amount of state grants it will receive; and

WHEREAS, Education Code 17072.35 stipulates how SFP grant funds can be expended and SFP Regulation Section 1859.77.3 stipulates that a district may request new construction grants based on eligibility derived at a different grade level than those being served by the proposed Project; and

WHEREAS, the District estimates that it will have already exhausted or utilize all of its middle school eligibility remaining for the Project, leaving zero middle school pupil grant eligibility for a portion or all of the Project and/or other projects; and

WHEREAS, the District plans to assign up to 431 pupil grants (representing the maximum capacity of 17 classrooms in the Project from the eligibility provided to the K-6 and/or 9-12 grades inclusive to maximize the state grants for the Project, as able and based on the District's eligibility for new construction grants at the time the application is reviewed; and

WHEREAS, the District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. By language of the Downey Education Association contract, these students can be housed in existing schools at a maximum District loading standard of 34 students per classroom for grades 4-5, 35 students per classroom for grades 6-8, and 36 students per classroom for grades 9-12 (average) versus the State loading standard of 25 for grades 4-5 and 27 for grades 7-12. The housing plan is further delineated in the attached housing plan; and

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District does hereby affirm the following:

- Adopts the foregoing recitals as true and correct.
- The filing of an application under Chapter 12.5, Part 10, Division 1, commencing with Education Code 17070.10; and
- Authorization of the Superintendent, or his/her authorized District Representative to the OPSC/SAB, to execute documents as necessary to carry out the provisions of this resolution; and
- The District acknowledges that funds for the purpose of housing students at the elementary, middle, and high school level may be diverted to fund this Project; and
- The District's plan to house these students will be to accommodate them in existing elementary, middle, and high school classrooms throughout the District. The District has a maximum loading standard of 34 students per classroom for the 4-6 grades versus the State loading standard of 25, middle schools at a District loading standard of 35 students per classroom for the 7-8 grades versus the State loading standard of 27, and high schools at a District loading standard of 36 students per classroom for the 9-12 grades versus the State loading standard of 27. By SFP Regulation Section 1859.77.3, the maximum district loading standard that can be used is 33 students per classroom; therefore, this loading capacity will be used as further delineated in the attached housing plan; and

 The District acknowledges that the State has satisfied its obligation, pursuant to Regulation Section 1859.50, to house the students receiving grants in the Projects.

PASSED AND ADOPTED this 1st day of June 2021, by the Governing Board of the Downey Unified School District of Los Angeles County, California by the following vote:

AYES: NOES: ABSENT: ABSTAINING:

CERTIFICATION

I, Martha Sodetani, Clerk of the Board of Education of the Downey Unified School District, Los Angeles County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Board of Education of said district at a meeting thereof held on the 1st day of June, 2021, with a copy of the Resolution being on file in the Administrative Office of the District.

Clerk, Board of Education of the Downey Unified School District

List of Exhibits

Exhibit A Use of Grants Student Housing Plan

EXHIBIT A

PLAN FOR HOUSING ELEMENTARY AND HIGH SCHOOL GRADE PUPILS AS A
RESULT OF ELEMENTARY AND HIGH SCHOOL PUPIL GRANT ELIGIBILITY BEING
UTILIZED FOR FUNDING OF SOME OR ALL OF THE NEW CLASSROOMS
AT DOTY MIDDLE SCHOOL

The Downey Unified School District (District) is currently constructing new classroom additions at Doty Middle School (Project) as well as other schools in the District. The District will be applying for State School Facilities Program (SFP) funding to the Office of Public School Construction (OPSC). The rules of the SFP, until June 2017, required that districts demonstrate eligibility for new construction grants at the time of application. However, in June 2017 the State Allocation Board (the board responsible for allocating state school facility general obligation bonds) changed the SFP eligibility rules by requiring districts to demonstrate eligibility at the time the OPSC reviews an application. The OPSC is currently taking from two to four years upon application submittal to review an application.

The District's 2019/2020 eligibility for new construction grants under the SFP is currently 1,940 elementary (K-6), 603 (7-8), 583 (9-12), 1,097 non-severe special education, and -511 severe special education. The District's current eligibility is insufficient to cover the pupil grants requested in the projects. In an abundance of caution, and since it cannot be determined with any certainty what the District's eligibility will be at the time the OPSC reviews the application in the future, it is assumed that the District will not have sufficient eligibility for the projects in the future as well.

Under the provisions of the SFP Use of New Construction Grants Regulation Section 1859.77.3(b), the District may request new construction grant funding utilizing eligibility determined at a different grade level than the proposed Project as long as the request does not exceed the capacity of the Project.

In order to maximize the state grants for the Project, the District is proposing to utilize eligibility available for up to 431 elementary and/or high school pupil grants (or as approved by OPSC) to assist with the construction of the Project. The District can accomplish the housing of the additional elementary and/or high school students by loading these classrooms at the District loading standard of 34 students per classrooms for grades 4-5, 35 students per classroom for grades 6-8, and 36 students per classroom for grades 9-12 (average). This loading standard exceeds the State loading standard of 25 for grades 4-6 and 27 for grades 7-12. In effect, the District is proposing to house 9 additional students per 4-6 grade level classroom, and 9 additional students per 9-12 grade level classroom at the District's existing schools. The District currently has approximately 475 elementary grade level and 138 high school grade level classrooms identified on its *Existing School Building Capacity* (state Form SAB 50-02) and an additional 55 elementary and 142 high school grade level classrooms constructed with state funds under the SFP after the baseline was established that are

available to house the additional students. These classrooms provide the following additional housing capacity:

Approximate total number of existing elementary school grade	
level classrooms:	530
Additional students that can be housed in each classroom:	x 9
Total number of additional elementary students that can be housed or total "excess" student capacity based on District loading standards:	4,770
Approximate total number of existing high school grade level classrooms:	280
Additional students that can be housed in each classroom:	x 9
Total number of additional high school students that can be housed or total "excess" student capacity based on District loading standards:	2,520

In conclusion, this excess capacity is more than enough to house the maximum of 431 elementary and/or high school students that require housing under this plan.



III. 5. ADOPT Resolution No. 202021-21 regarding the Education Protection Account.



Supporting Documents



scan0859

DOWNEY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 202021-21

RESOLUTION OF THE BOARD OF EDUCATION REGARDING THE EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the State General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

- The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Downey Unified School District Board of Education;
- In compliance with Article XIII, Section 36(e), with the California
 Constitution, the Downey Unified School District Board of Education has determined to spend the monies received from the Education Protection Act as attached.

ADOPTED this 1st day of June 2021, by the Downey Unified School District Board of Education by the following vote:

AYES: NOES: ABSENT:	=		
D. Mark Mo	orris, President	Martha E. Sodetani, Clerk Board of Education	_

June 1, 2021

Resolution No. 202021-21

Downey Unified School District FY 2021-2022

For Fund 01, Resource 1400 Education Protection Account Proposed Expenditures for Fiscal Year 2021-22:

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Revenue Limit Sources - Education Protection Acct	8012	40,824,584.00
TOTAL AVAILABLE		40,824,584.00
EXPENDITURES AND OTHER FINANCING USES		
(Functions 1000-9999)	Function Codes	
Instruction (Regular Education-Teachers' Salaries and Benefits)	1000-1999	40,824,584.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		40,824,584.00
BALANCE (Total Available minus Total Expenditures and Other F	inancing Uses)	0.00

FY 2021-22 Proposed Expenditures:

Teachers Salaries - 63%	25,719,488
Statutory and Health & Welfare Benefits - 37%	15,105,096
	40,824,584



III. 6. ADOPT Resolution No. 202021-22, Temporary Interfund Cash Transfers for 2021-22.



Supporting Documents



scan0860

RESOLUTION NO. 202021-22 RESOLUTION TO ESTABLISH TEMPORARY INTERFUND CASH TRANSFERS 2021-22

WHEREAS, the governing board of any school district may direct that cash held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations in an amount not to exceed \$150,000,000, as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the Downey Unified School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2021-22 to temporarily transfer cash from or into funds 01.0, 11.0, 13.0, 14.0, 21.0, 25.0, 40.0, and 67.0, provided that all transfers are approved by the Superintendent or his designee.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

Martha E. Sodetani Clerk, Board of Education

ADOPTED this 1st day of June, 2021



III. 7. REVIEW proposed revisions to Administrative Regulation 2630, Wellness.



Supporting Documents



scan0861

STUDENTS

WELLNESS AR 2630

Downey Unified School District (DUSD) is committed to providing school environments that promote and protect children's health, well-being, and ability to learn by supporting healthy eating and physical activity. The District will engage stakeholders, including but not limited to, students, parents, teachers, nutrition service professionals, school health professionals, the Board of Education, school administrators, and other interested community members to be part of DUSD Wellness Policy Committee. The Wellness Policy Committee will meet periodically to review, implement and monitor District-wide wellness, nutrition and physical activity policies. The overarching goal of the Wellness Policy Committee is to promote health and wellness, and to convey positive, consistent messages to all District students in accordance with current law. We want to support our students and enable them to achieve more by learning healthy behaviors that will benefit them for the rest of their lives. Therefore, it is the intent of DUSD and the Wellness Policy Committee to:

- Establish goals for nutrition education, nutrition promotion, physical activity, physical education and other school-based activities that promote student wellness.
- Set nutrition guidelines for all foods and beverages available on school campus during the school day. The School day is from midnight to 30 minutes after dismissal.
- Permit stakeholders the opportunity to participate in the development, implementation and periodic review and update of the wellness policy.
- Form a plan for periodically measuring effectiveness, that is measured periodically and that make the assessment is made available to the public.
- Inform public (parents, students, and others in the community) about the content and implementation of the local school wellness policy.
- Designate local school officials to ensure that each school complies with the DUSD school wellness policy.

Nutrition Education Goals

 Nutrition education shall be based on research consistent with the expectations established in the state's curriculum frameworks and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Education Goals - continued

- 2. Teachers will have opportunity for nutrition education training.
- 3. Nutrition education shall is strongly encouraged to be provided as part of the sequential health education program in grades K-12 and, as appropriate, shall encouraged to be integrated into other academic subjects in the regular educational program. Nutrition education may be offered through before and after school programs.
- 4. Students will have opportunities for experiential learning such as culinary class and instructional gardens at school sites that have it where available.

Nutrition Promotion Goals

- All Foods marketed during the school day will meet federal, state and local regulations.
- Each school will prohibit the marketing and advertising of unhealthy and noncompliant foods and beverages through signage, vending machine fronts, logos, scoreboards, school supplies, advertisements in school publications, coupon or incentive programs, free giveaways, or other means.
- 3. Use of signage, web posting, school menus, free giveaways or other means will be used to promote healthy foods and healthy behaviors.
- Schools will encourage non-food rewards for recognition of classroom success and achievement.
- Encourage all schools to use services, contests, non-food items, and/or healthful foods for fundraising and classroom celebrations.

Nutrition Guidelines for Food and Beverages in School Meal Programs

- All meals served through the school meal program (breakfast and lunch) and snacks will meet or exceed federal, state and local regulations.
- Nutrition Food Services shall employ well-prepared staff that efficiently serves appealing choices of compliant, nutritious foods at breakfast, lunch and snack time. Food Service staff will receive annual training in accordance with USDA Professional Standards.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Guidelines for Food and Beverages in School Meal Programs - continued

- Nutrition Food Services shall offer appealing fresh fruits, vegetables, whole
 grains and low-fat dairy products in portion sizes that will meet the caloric
 needs of the child.
- Nutrition Food Services shall offer fresh fruit and vegetables daily in each meal, with a variety of choices that, when practical, should be from local sources.
- All students shall have access to free, safe, fresh drinking water during mealtimes.
- All students will be served in a clean and pleasant eating environment with adequate seating.
- All students shall have adequate time to eat their meals after being served.
- 8. Lunch will be served at appropriate intervals from other meals.
- Schools shall encourage breakfast participation by implementing, wherever feasible, grab-n-go, second chance breakfast, breakfast during morning break or recess, and other options.
- DUSD will ensure the privacy of students who qualify for free or reduced priced meals.

Nutrition Guidelines for Foods and Beverages Available Outside the School Meal Programs

- 1. Individual food and beverage items sold or served outside the federal reimbursable meal programs will meet or exceed federal, state and local regulations. Sold or served refers to any foods or beverages provided to students on school grounds for a cost or free of charge. It does not refer to foods brought from home for individual consumption. The following items should not be served, sold, or given out as free promotion anywhere on school property at any time before the end of the school day:
 - All food and beverage items listing sugar, in any form, as the first ingredient.
 - b. All forms of candy.

STUDENTS

WELLNESS - continued

AR 2630

Nutrition Guidelines for Foods and Beverages Available Outside the School Meal Programs – continued

- All foods and beverages sold to students by any entity (including vending machines) will meet or exceed federal, state and local regulations as detailed in the California Competitive Food guidelines.
- Schools are encouraged to use whole, fresh, unprocessed foods and ingredients whenever possible.
- Schools are encouraged to offer fresh fruits and vegetables whenever possible.
- Celebrations and other activities during the school day Schools should limit celebrations that involve food during the school day so not to negatively impact school meal participation. Celebrations should occur after the last lunch period.
- Homemade foods will not be allowed for students during the school day. Due
 to food safety and allergen concerns, homemade foods are not permitted to be
 sold to students or provided as part of food celebrations or fundraisers. This
 does not apply to students' lunches and snacks brought from home for
 individual consumption.
- School-sponsored events Encourage healthy food and beverages at all school-sponsored events.

8. Healthy Fundraising:

Each school ensures foods and beverages sold and served on school campus starting at midnight and up to one-half hour after the school day will comply with the California Education Code and California Code Regulations.

Each school will encourage fundraising efforts that support healthy eating by selling non-food items or foods that are low in fat, sodium and added sugars comply with the California Competitive Foods Standards.

Verification of Wellness Policy compliance for foods and beverages sold outside of the school meal program on school campus starting at midnight and up to one-half hour after the during the school day shall be kept on file by the entity selling the items and must be made available to the CDE upon request during the Administrative Review.

STUDENTS

WELLNESS - continued

AR 2630

Physical Education (PE Standards)

- DUSD PE curriculum will follow the California State Physical Education K-12 Standards.
- 2. Students in grades one through six (1-6) will participate in moderate to vigorous physical activity per Education Code.
- Students in middle and high school will participate in moderate to vigorous physical activity through PE or interscholastic activities per Education Code.
- 4. Students in grades nine through twelve (9-12) should be provided with the opportunity to participate in intramural or interscholastic activities.
- Physical Fitness Tests will be administered in fifth, seventh, and ninth grade.
 Students will be encouraged to maintain age and grade level physical fitness levels. Parents are notified of student results.

PE and Physical Activity Goals

- Schools should provide all students, K-12, with the opportunity, support, and encouragement to be physically active on a regular basis through PE instruction and physical activity programs.
- 2. A comprehensive physical activity program encompasses a variety of opportunities for students to maximize physical activity, including but not limited to: PE, recess, health education that includes physical activity as a main component, special programs (Jump for Heart, Walk to School Day, JROTC, Relay for Life, Walk and Jog-a-thons), athletic programs and intramural or interscholastic activities (high school).
- 3. PE is delivered by well-prepared and well-supported staff.
- Current and scientifically accurate physical activity content is integrated into before and after school programs and classroom instruction.
- Professional preparation and/or ongoing professional development are provided for District teachers related to physical education and physical activity.
- 6. Physical activity programs will be carried out in safe environments that reflect respect for body-size differences and varying skill level.

STUDENTS

WELLNESS - continued

AR 2630

PE and Physical Activity Goals - continued

- PE/physical activity should not be used for disciplinary purposes. Alternative disciplinary measures are encouraged in lieu of withholding physical education/activity or recess.
- Schools will encourage family and community members to support programs
 outside of the school that promote a healthy and active lifestyle. Signage will
 be posted and information sent home regarding physical activity opportunities.

Family, Staff and Community Involvement

The Superintendent or designee shall implement strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle. The Board also encourages DUSD administration, teachers, and staff regarding the following: Healthy physical activity behaviors will be modeled by DUSD administration and staff.

- Staff will be encouraged to model healthy behaviors.
- The community and students' families are encouraged to promote a healthy lifestyle for students. Community-based partnerships can help promote these behaviors through health promotion materials, lessons and community activities.

Accountability - Measuring Implementation

Downey Unified School District will establish/maintain a Wellness Policy Committee that will periodically assess the District Wellness Policy (including comparison to model policy and attainment of goals). The committee should consist of School Board members, Food Services staff, District Office administrator(s) and staff, Student Services staff, principals, teachers (PE), school nurses, community partners, parents, students, and other stakeholders. School principals or designees in conjunction with a Nutrition Food Services Department representative will be responsible for implementing the District Wellness Policy at their school sites. Annual Triennial evaluation (survey or questionnaire) will be completed by school principals or designees for assessment of progress in attaining the goals of the policy. The results of the evaluation will be considered by the committee to update this policy accordingly. Ongoing reporting of progress will be made to the Board available to the Board of Education and the public.

Downey Unified School District STUDENTS

WELLNESS - continued

AR 2630

PE and Physical Activity Goals - continued

- PE/physical activity should not be used for disciplinary purposes. Alternative disciplinary measures are encouraged in lieu of withholding physical education/activity or recess.
- Schools will encourage family and community members to support programs
 outside of the school that promote a healthy and active lifestyle. Signage will
 be posted and information sent home regarding physical activity opportunities.

Family, Staff and Community Involvement

The Superintendent or designee shall implement strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle. The Board also encourages DUSD administration, teachers, and staff regarding the following: Healthy physical activity behaviors will be modeled by DUSD administration and staff.

- 1. Staff will be encouraged to model healthy behaviors.
- The community and students' families are encouraged to promote a healthy lifestyle for students. Community-based partnerships can help promote these behaviors through health promotion materials, lessons and community activities.

Accountability - Measuring Implementation

Downey Unified School District will establish/maintain a Wellness Policy Committee that will periodically assess the District Wellness Policy (including comparison to model policy and attainment of goals). The committee should consist of School Board members, Food Services staff, District Office administrator(s) and staff, Student Services staff, principals, teachers (PE), school nurses, community partners, parents, students, and other stakeholders. School principals or designees in conjunction with a Nutrition Food Service 5 Department representative will be responsible for implementing the District Wellness Policy at their school sites. Annual Triennial evaluation (survey or questionnaire) will be completed by school principals or designees for assessment of progress in attaining the goals of the policy. The results of the evaluation will be considered by the committee to update this policy accordingly. Ongoing reporting of progress will be made to the Board available to the Board of Education and the public.

STUDENTS

WELLNESS - continued

AR 2630

District Official in charge of the Local School Wellness Policy

Assistant Director of Food Services

Concern & Complaint Procedures

For any concerns, contact the school site Food Service Kitchen Supervisor, site Administrator, or the Food Services office at 562-469-6670.

USDA Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: How to File a Complaint, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) mail: U.S. Department of Agriculture
 Office of the Assistant Secretary for Civil Rights
 1400 Independence Avenue, SW Washington, D.C. 20250-9410
- (2) fax: (202) 690-7442; or
- (3) email: program.intake@usda.gov.

This institution is an equal opportunity provider.

Approved: 3/7/06, 6/26/12, 7/15/15 7 of 7



IV. 3. REVIEW the proposed revision to Administrative Regulation 3126, Graduation.



Supporting Documents



scan0862

GRADUATION AR 3126

A diploma of graduation shall be granted to students of good character and citizenship who satisfactorily complete the District's high school curriculum requirements. While all students will follow the program outlined, on a case by case basis the principal may adjust individual student programs to meet specific personal and education need with the approval of the Superintendent. State-mandated classes may not be waived.

Beginning with the graduating class of 2022, the prescribed course of study for students enrolled in a diploma of graduation program will include an increase from a two year to a three-year math course requirement. In addition, students must complete two years of the same world language and complete one year of a visual and performing art.

Beginning in August of 2022, a five-year timeline extension will commence for the implementation of the a-g graduation requirements for students receiving services in the SDC setting. The timeline extension also applies to students with IEPs as well as students identified through 504, SST, or other appropriate processes on a case by case basis.

This timeline extension maintains and extends the current 2022 graduation requirements through 2027 for these identified students. A waiver option for the Year 2 Language Other Than English (LOTE) requirement and "c" category mathematics requirement would be available if the student has attempted to complete the requirements and the designated team deems appropriate. All other graduation requirements remain in place and are not affected by this waiver.

Beginning with the graduating class of 2024, students enrolled in a diploma of graduation program must complete all 15 UC/CSU "a-g" subject requirements with a passing grade.

Commencing with the graduating class of 2026, students enrolled in a diploma of graduation program will be required to complete all 15 UC/CSU "a-g" subject requirements with a letter grade of C or better.

Meeting Curriculum Requirements Through Alternate Means

In addition to completing approved "a-g" high school coursework to meet the 15 UC/CSU subject requirements for graduation, all alternate means and provisions, including validation for mathematics and language other than English, may be used as defined and described by the University of California Office of the President and the California State University. Alternate means and provisions including validation do not yield numerical credits.

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2018-2021

	<u>Years</u>	Semester <u>Hours</u>
English	4	40
Social Studies American History (10) American Government (5)	3	30
Economics (5) World History and Geography (10)		
Physical Education Mathematics (including Integrated	2	20
Mathematics / or Algebra I)	2	20
Biological Science	1	10
Physical Science	1	10
Health	1/2	5
Visual or Performing Arts or Foreign Language	1	10
Minimum Curriculum Requirements, Gra	duating Classes of	2018-2021
Total Required Semester Hours		145

Total Required Semester Hours	145
Total Elective Semester Hours	75
TOTAL	220

Students at the continuation high school must satisfactorily complete all required subjects and earn a total of 190 credits in Grades 9 through 12, as specified in AR 3210.

GRADUATION - continued

AR 3126

Minimum Curriculum Requirements, Graduating Classes of 2022 and Beyond

	<u>Years</u>	Semester <u>Hours</u>
English	4	40
Social Studies American History (10) American Government (5) Economics (5)	3	30
World History and Geography (10)		
Physical Education Mathematics (including Integrated	2	20
Mathematics I or Algebra I)	3	30
Biological Science (Lab)	1	10
Physical Science (Lab)	1	10
Health	1/2	5
Visual or Performing Arts	1	10
Foreign Language	2	20
Total Required Semester Hours		175
Total Elective Semester Hours		45
TOTAL		220

Students at the continuation high school must satisfactorily complete all required subjects and earn a total of 190 credits in Grades 9 through 12, as specified in AR 3210.

Academic Studies Diploma

In addition to the above requirements, any student who satisfactorily completes all 15 a-g course requirements for UC/CSU will receive a seal of recognition on the diploma for completing a rigorous college preparatory course of study.

INSTRUCTION

GRADUATION - continued

AR 3126

State Seal Diploma Programs

In addition to the above requirements, any student who satisfactorily meets the state defined requirements for the diploma seal recognition including the State Seal of Biliteracy and the Golden State Merit Diploma will receive a seal of recognition on the diploma.

Transfer Students

Students who enter the Downey Unified School District shall meet the same graduation proficiency standards required of all other students.

Graduation Exercises

All high school graduation exercises shall be the function of the school and determined by parents, students, teachers, and school administration.

No student may participate in traditional senior activities or in the graduation ceremonies unless all attendance and curriculum requirements have been completed.

Students who qualify for a certificate of achievement or a certificate or recognition may participate in traditional senior activities and graduation.

<u>Certificate of Achievement</u> – A certificate of achievement shall be granted to students who complete all attendance and curriculum requirements but have not met the District's graduation proficiency standards.

<u>Certificate of Recognition</u> – A certificate of recognition shall be granted to students with an Individualized Educational Plan (IEP) who have made satisfactory progress toward IEP goals.

Early Graduation

Students who may comply with all graduation requirements by the end of the fall semester and who wish to graduate at that time must submit a letter of intent, with parent/guardian's signature, by November 1.

GRADUATION - continued

AR 3126

Columbus High School

In addition to the Graduation Proficiency requirements, graduates of Columbus High School will be regulated by the provisions of AR 3210. Their graduation will be an exercise separate from the other high school graduations and their diplomas will be from Columbus High School as set forth in the Education Code and Title 5.

Students who qualify for a certificate of achievement or a certificate of recognition may participate in traditional senior activities and graduation ceremonies.

<u>Certificate of Achievement</u> – A certificate of achievement shall be granted to students who complete all attendance and curriculum requirements but have not met the District's graduation proficiency standards.

Alternative Means to Complete the Prescribed Course of Study

Students desiring to use an alternative means such as supervised work experience, other outside work experience, interdisciplinary study, or private independent study to fulfill a graduation requirement must file a written request with the principal.

The principal will establish a committee consisting of an administrator, the student's counselor, department chairman of the course in question, and a teacher to evaluate the request.

The decision of the committee will be given to the student in writing. Any appeal of the decision must be directed to the Superintendent or designee.

Approved: 10/15/62, 6/19/89, 11/17/92, 5/2/95, 2/6/96, 12/9/97, 11/21/00, 9/16/03, 3/15/05, 3/7/06, 6/26/07, 9/6/16, 10/10/17, 8/6/19



IV. 4. RECEIVE the report for the Local Performance Indicator Results for the 2020-21 school year.



Supporting Documents



scan0863

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

June 1, 2021

TO:

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

FROM:

Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education

Prepared by Veronica Lizardi, Ed.D., Director, Innovative Education

Programs

SUBJECT:

LOCAL INDICATOR PERFORMANCE RESULTS FOR 2020-2021

SCHOOL YEAR

ACTION ITEM

California's accountability system is based on multiple measures that assess how school districts are meeting the needs of their students. Performance on these measures is reported on the California School Dashboard (www.caschooldashboard.org). Two types of measures that directly tie to the Local Control Accountability Plan (LCAP) are State and Local measures. State measures apply to all school districts and schools and student groups and are based on data that is collected consistently across the state. There are six (6) State measures, and they are:

- o Academic Performance
- Chronic Absenteeism
- Suspension Rate
- English Learner Progress
- o Graduation Rate
- College and Career Indicator

These results will be published on the CA School Dashboard in Fall 2021.

Local measures apply at the district level and are based on data collected at the local level. The State Board of Education (SBE) approved standards for the local indicators that support school districts in measuring and reporting progress within the appropriate state priority area. There are five (5) local measures, and they are:

- Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities
- o Implementation of State Academic Standards
- o Parent and Family Engagement
- School Climate
- Access to a Broad Course of Study

For the 2020-2021 school year, Downey Unified reports it has met all requirements for the local indicators. The results will be submitted to the CA School Dashboard and published with the State results in Fall 2021:

Local Indictor	Standard Met / Not Met
Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities	Standard Met
Implementation of State Academic Standards	Standard Met
Parent and Family Engagement	Standard Met
School Climate	Standard Met
Access to a Broad Course of Study	Standard Met

Attached are the results for each local indicator and the evidence collected to determine Standard Met.

SUPERINTENDENT'S RECOMMENDATION:

RECEIVE the report for the Local Performance Indicator Results for the 2020-2021 school year.

Local Performance Indicator Results 2020 - 2021



Local Indicator	Appropriately Assigned Teachers, Access to Curriculum- Aligned Instructional Materials, and Safe, Clean and Functional School Facilities
Description of Progress Monitoring	The district measures its progress in meeting the Williams Settlement requirements at 100% at all its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable.
Measure Used	Self-Reflection Tool

Number / Percentage of misassignment of teachers of English learners, total teacher misassignments, and vacant teacher positions:

Response: 0

Number / Percentage of students without access to their own copies of standardsaligned instructional materials for use oat school and at home:

Response: 0

Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies):

Response: 0

Local Performance Indicator Results 2020 - 2021



Local Indicator	Implementation of State Academic Standards
Description of Progress Monitoring	The district annually measures its progress implementing state academic standards.
Measure Used	Reflection Tool (Rating Scale)

<u>Rating Scale (lowest to highest)</u>: 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

Rate the district's progress in providing professional learning for teachers to the recently adopted academic standards and/or curriculum frameworks:

Response:

Content Area	Rating Scale
English Language Arts	- 5
English Language Development	5
Mathematics	5
Next Generation Science Standards	5
History-Social Science	5

Rate the district's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks:

Response:

Content Area	Rating Scale
English Language Arts	5
English Language Development	5
Mathematics	5
Next Generation Science Standards	5
History-Social Science	5

Local Performance Indicator Results 2020 - 2021



Rate the district's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks:

Response:

Content Area	Rating Scale
English Language Arts	. 5
English Language Development	5
Mathematics	5
Next Generation Science Standards	5
History-Social Science	5

Rate the district's progress implementing each of the following academic standards adopted by the state board for all students:

Response:

Content Area	Rating Scale
Career Technical Education	5
Health Education Content Standards	5
PE Model Content Standards	5
Visual and Performing Arts	5
World Language	5

Rate the district's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year):

Response:

Content Area	Rating Scale	
Identifying the professional learning whole.	ng needs of groups of teachers or staff as a	5
Identifying the professional learning	ng needs of individual teachers.	5
Providing support for teachers on	the standards they have not yet mastered.	5

Local Performance Indicator Results 2020 - 2021



Local Indicator	Parent and Family Engagement
Description of Progress Monitoring	The district annually measures its progress in seeking input from parents in decision making and promoting parental participation in programs.
Measure Used	Reflection Tool (Rating Scale) & Narrative Response

SECTION 1: BUILDING RELATIONSHIPS

<u>Rating Scale (lowest to highest)</u>: 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

Rate the districts progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families):

Response: 5 - Full Implementation and Sustainability

Rate the district's progress in creating welcoming environments for all families in the community:

Response: 5 - Full Implementation and Sustainability

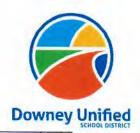
Rate the district's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children:

Response: 5 - Full Implementation and Sustainability

Rate the district's progress in developing multiple opportunities for the district and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families:

Response: 5 - Full Implementation and Sustainability

Local Performance Indicator Results 2020 - 2021



Narrative Response

Briefly describe the district's current strengths and progress in this area and identify a focus area for improvement, including how the district will improve the engagement of underrepresented families.

Downey Unified seeks input from our parents/guardians through the Annual Stakeholder Engagement Survey. The key findings from the survey provide the district feedback around the five (5) LCAP Goal Areas and embedded State priorities: 1) Student Achievement; 2) Whole Child; 3) Best Staff; 4) Parent Engagement; 5) Infrastructure. A total of 8,825 parents/guardians representing grades TK - 12 participated in the Annual Stakeholder Engagement Survey for the 2020 - 2021 school year. The following results reflect the percentage of parents/guardians that agree/strongly agree to the statements around Parent Communication and School Climate:

Parent Communication

Statement % that	Strongly Agree/Agree
I am well informed about what is going on in DUSD.	86%
I am well informed about what is going on within my child' school.	89%
My overall experience with DUSD has been positive.	92%
My overall experience with my child's school has been positive.	91%
My child's teachers communicate with me about their academic perfo	
My child's teachers are accessible to me if I have questions/concerns. The administrators at my child's school are accessible to me if I have	
questions or concerns.	93%

School Climate

Statement %	that Strongly Agree/Agree
My child's school enforces rules consistently.	91%
The students in my child's school treat each other with respect.	89%
My child's school meets his/her social emotional needs.	87%
My child is positively impacted by CHARACTER COUNTS!	90%

Downey Unified continues to strive to ensure that families feel their child's school and district are places where they feel welcomed and safe to seek information and to voice any questions or concerns about their child's education. In the area of Parent Communication, our goal is to increase the satisfaction of our parent community to feel they are well informed about what is happening in their school and district. Each school site creates an action plan based on their school site LCAP survey data that targets parent communication and school climate. In addition, DUSD will continue to seek input from our Special Education, Foster Youth, Homeless Youth, and English learner families as part of our Parent Advisory Committee (PAC).

Local Performance Indicator Results 2020 - 2021



SECTION 2: BUILDING PARTNERSHIPS FOR STUDENT OUTCOMES

<u>Rating Scale (lowest to highest)</u>: 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

Rate the districts progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families:

Response: 4 - Full Implementation

Rate the district's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes:

Response: 4 - Full Implementation

Rate the district's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students:

Response: 4 - Full Implementation

Narrative Response

Downey Unified seeks input from our parents/guardians through the Annual Stakeholder Engagement Survey. The key findings from the survey provide the district feedback around the five (5) LCAP Goal Areas and embedded State priorities: 1) Student Achievement; 2) Whole Child; 3) Best Staff; 4) Parent Engagement; 5) Infrastructure. A total of 8,825 parents/guardians representing grades TK - 12 participated in the Annual Stakeholder Engagement Survey for the 2020 - 2021 school year. The following results reflect the percentage of parents/guardians that agree/strongly agree to the statements around the Learning Environment:

Local Performance Indicator Results 2020 - 2021



Learning Environment

Statement	% that Strongly Agree/Agree
I understand the academic standards my child must meet.	93%
My child is appropriately challenged in his/her curriculum.	91%
My child's teachers motivate him/her to learn.	89%
My child's school has the technology he/she needs to learn.	95%
My child can get extra academic help before, during, or after so	chool. 91%

Parents are asked to provide us feedback on the parent educational opportunities they would like to see at the district and site level. Based on 8,825 parent responses, the following are the top five (5) key areas parents would like as educational opportunities:

- ⇒ Preventing Bullying
- ⇒ Teaching Responsibility and Decision-Making
- ⇒ Building Self-Esteem
- ⇒ Promoting Positive Behavior
- ⇒ Applying to Colleges and for Financial Aid

Downey Unified chose to utilize a survey to capture a significant representation of our parent stakeholders and to monitor and review the programs and services of the LCAP. The Stakeholder Engagement Survey is directly related to the District vision which states that all students will graduate with a 21st Century education that ensures they are college and career ready, globally competitive, and citizens of strong character.

Local Performance Indicator Results 2020 - 2021



SECTION 3: SEEKING INPUT FOR DECISION MAKING

Rating Scale (lowest to highest): 1 - Exploration and Research Phase; 2 - Beginning Development; 3 - Initial Implementation; 4 - Full Implementation; 5 - Full Implementation and Sustainability

Rate the districts progress in building the capacity of and supporting principals and staff to effectively engage in advisory groups and with decision-making:

Response: 4 - Full Implementation

Rate the district's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making:

Response: 4 - Full Implementation

Rate the district's progress in all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community:

Response: 4 - Full Implementation

Rate the district's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels:

Response: 4 - Full Implementation

Local Performance Indicator Results 2020 - 2021



Narrative Response

Briefly describe the district's current strengths and progress in this area and identify a focus area for improvement, including how the district will improve the engagement of underrepresented families.

Building capacity among all the stakeholders is a focus area for Downey Unified. The annual Stakeholder Engagement survey is a critical process that engages all stakeholders to provide our district with input. This information is analyzed at all levels and action plans are created both at the sites and district level. School sites evaluated the input they received from their stakeholders.

The district values the advisory committee process and ensures that all school sites and district level staff are provided the support needed to implement successful groups. The Parent Advisory Committee (PAC) is comprised of English learner, Foster Youth, and low-income families that represent our district families and convenes five times throughout the year. The PAC reviews academic and survey data, visit school sites and programs, and participates in discussions about high priority programs that impact our most at-risk students. In addition, the District English Learner Advisory Committee (DELAC) collaborates around the English learner programs and provides input to the PAC on a regular basis.

Based on parent input, opportunities for parent education are designed to meet their needs. Workshops around the social emotional well-being of their children are a priority and funding is allocated to ensure there are multiple opportunities for parent access to these workshops. Resources around support for our Foster and Homeless Youth are a priority based on parent and staff input.

Local Performance Indicator Results 2020 - 2021



Local Indicator	School Climate
Description of Progress Monitoring	The district administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, to students in at least one grade within the grade span(s) that the district serves (e.g., K-5, 6-8, 9-12).
Measure Used	Climate Survey

Downey Unified seeks input from students grades 3 - 12 through the Annual Stakeholder Engagement survey. The key finding from the survey provide the district feedback around the five (5) LCAP Goal Areas and embedded State priorities: 1) Student Achievement; 2) Whole Child; 3) Best Staff; 4) Parent Engagement; 5) Infrastructure. A total of 10,298 participated in the survey. Students were asked a series of questions around 2 focal areas: 1) School Climate and 2) Learning Environment. The following results reflect the percentage of 3rd - 12th grade students:

School Climate	
Statement	% that Strongly Agree/Agree
I like attending school online.	66%
My school enforces rules consistently.	84%
The students at my school treat each other with respect.	87%
The adults at my school treat each other with respect.	95%
My teachers care about me as a person.	93%
I fit in at my school.	91%
Learning Environment	
Statement	% that Strongly Agree/Agree
I believe I can do well in school.	95%
My teachers believe I can do well in school.	97%
My teachers help me learn.	95%
I feel comfortable asking questions in class.	71%
What I am learning in school will benefit me in the future.	76%
My school has the technology I need to learn.	97%

Local Performance Indicator Results 2020 - 2021



Local Indicator	Access to a Broad Course of Study
Description of Progress Monitoring	The district annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1 - 6 and Grades 7 - 12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.
Measure Used	Narrative Summary to Four Prompts

Prompt 1

Downey Unified secondary schools use A-G course completion, Graduation rates, College acceptance and enrollment data, and CTE course enrollment to track student access to a broad course of study. At a granular level, schools utilize the Master Schedule, Academic Guidance Reports (AGRs), and standards-aligned formative assessments (as defined by Professional Learning Communities) to ensure alignment and integration of resources, staffing, and scheduling so that low-income students. English Learners and Foster youth received focused academic and non-academic support in meeting district goals. Each school's Master Schedule outlines the District's broad course of study and allows for the monitoring of equity and access by generating multiple reports based on student subgroup demographics. Reporting functions include checking for trend data, demographic enrollment data, rigorous course enrollment data. and tracking four-year graduation plans for high school students. Our Student Information System produces Academic Guidance Reports (AGRs) that both middle school and high school counselors use to create individual learning plans for each student. AGRs allow for documentation and monitoring of student progress toward graduation. AGRs also allow schools to highlight trends based on grade spans and specific subgroups of students. At each school, Professional Learning Communities within each core subject area utilize formative assessments to help target essential skills and standards for student progress monitoring. These assessments inform targeted support for sub-group student populations.

Local Performance Indicator Results 2020 - 2021



Prompt 2	Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.
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In 2017-2018 our Board of Education approved a new plan to better prepare all students for college by making the graduation requirements consistent with the UC/CSU "a-g" requirements. Utilizing the Master Schedule, Academic Guidance Reports (AGRs), and standards-aligned formative assessments to ensure alignment and integration of resources, staffing, and scheduling, our high schools recognized the need to offer a broader course of study. Thus, they have added 20 elective courses that meet a-g criteria. In addition, the district has implemented an eight-year plan requiring that all students complete three-years of math, two years of a world language, and one year of a visual performing arts class. By 2026, the goal is for all our students complete all "a-g" courses with a "C" or better.

Additionally, our secondary schools (grade 6-12) offer a full range of courses serving the college-and-career bound student. Over 90% of the classes offered, meet UC/CSU "a-q" requirements. Twenty-one Advanced Placement (AP) courses are available to all students in the areas of English, math, science, social science, foreign language, art, and music. Targeted programs are in place to address both the academic and non-academic needs for students. Some of these include: 1) Designated ELD courses that promote reclassification of our English Learners. 2) The Advancement Via Individual Determination (AVID) program provides focused academic and non-academic support for our low-income student to matriculate to college. AVID, as a district initiative, has robust school-wide programs at both comprehensive high schools, all four middle schools, and one elementary school. 3) Career Technical Education (CTE) programs at the high school level provide fully developed career pathway opportunities for students. At the middle school, Project Lead the Way (PLTW) Gateway electives offer project-based learning modules including topics such as Green Architecture, Medical Detectives, and Computer Science. Our current course of study at the middle and high school level provides diverse, rigorous options for ALL our students.

Prompt 3	Given the results of the tool or locally selected measures, identify the barriers preventing the district from providing access to a broad course of study for all students.
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Utilizing our Master schedules, AGRs, and Targeted formative assessments, our schools have recognized and are currently addressing several barriers at the secondary level that have prevented all students from accessing a broad course of study.

Local Performance Indicator Results 2020 - 2021



Barrier 1: In the rollout plan for our new "a-g for all" graduation requirements, we discovered that our "a-g" completion rate for our comprehensive high schools was 52%. By further analyzing that "a-g" data and our Master Schedules at the high schools, we discovered that we did not have enough seats for all students to access the coursework necessary for "a-g" completion. Specifically, we did not have enough space in our Visual and Performing Arts and Foreign Language courses.

Barrier 2: In close examination of our Academic Guidance Reports, we discovered a high fail rate for Algebra II and four years of college prep English as a barrier to student success. As a result of these failing courses, students had to retake courses to earn credits which left no room in their schedule for broader course options.

Barrier 3: At the middle school level, mandatory placement into a year-long intervention class posed a Master Schedule barrier to at-risk students' access of elective courses. AGR analysis mandated that we revise our intervention policy and revamp how we offered core academic support at the middle school level. Overall, we determined that at the secondary level, we needed to create solutions based on individual student needs by better aligning our resources, staff, and budgetary allocations to match those priorities.

Prompt 4 measures, what revisions, decisions, or new actions wi	Prompt 4	In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the district implement, or has the district implemented, to ensure
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As a result of the analysis of our A-G course completion, graduation rates, college acceptance and enrollment data, and CTE pathways to track student access to a broad course of study, Downey Unified has made several changes to better meet the individual needs of all our secondary students.

Barrier 1: In response to increasing our "a-g" completion rate, we significantly expanded our summer school offerings by adding more Apex Online courses as well as our traditional summer school courses.

Barrier 2: By adding a third term of summer school to our Master Schedule, students can make up credit deficiencies as well as earn original credit for courses such as Health, Art 1 and 2, and PE, therefore opening up their schedules for more diverse course options. As well, we have added zero period and 7th period options during the regular school year enabling more students to participate in AVID, CTE, and AP courses.

Barrier 3: At the middle school level to address student access to elective courses, we created a task force to review entrance and exit criteria for the academic support classes. Through the task force, we determined that our four middle schools were highly inconsistent in how they placed students in intervention classes. Therefore, we revised our entrance and exit criteria for our core Intervention courses permitting students to move more fluidly in and out of academic support classes. Middle schools have also added zero and 7th period PE and elective options. This allows students to access alternative core subject and elective courses. By modifying the Master Schedule, students have more choice and access to a broader course of study.



IV. 5. ADOPT the Expanded Learning Opportunities Grant Plan for the 2021-22 school year.



Supporting Documents



scan0864

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

June 1, 2021

TO:

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

FROM:

Wayne Shannon, Ed.D., Assistant Superintendent, Elementary Education

Prepared by Veronica Lizardi, Ed.D., Director, Innovative Education

Programs

SUBJECT:

EXPANDED LEARNING OPPORTUNITIES LEARNING GRANT

ACTION ITEM

On March 5, 2021, Assembly Bill (AB) 86 was approved and provided Expanded Learning Opportunities (ELO) Grants for school districts. School districts who receive ELO Grant funding must complete the Expanded Learning Opportunities Grant Plan. The plan must be adopted by the local governing at a public meeting on or before June 1, 2021 and must be submitted to the Los Angeles County Office of Education (LACOE). The plan must be updated to include the actual expenditures by December 1, 2022.

The district that receives ELO Grant funds is required to implement a learning recovery program that provides supplemental instruction, support for social and emotional well-being, and meals and snacks.

The learning recovery program is to be provided to students who are included in one or more of the following groups:

- o Low-income
- English Learners
- Foster Youth
- o Homeless Youth
- Students with Disabilities
- o Students At-Risk of Abuse, Neglect, or Exploitation
- Disengaged Students
- Students Who are Below Grade Level
- o Other Students Identified by Certificated Staff

Education Code Section 43522(b) identifies the seven supplemental instruction and support strategies that may be supported with ELO Grant funds. Districts are not required to implement each supplemental instruction and support strategy. The seven supplemental instruction and support strategies are:

- Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
- Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
- Integrated student supports to address other barriers to learning, such as
 the provision of health, counseling, or mental health services, access to
 school meal programs, before and after school programs, or programs to
 address student trauma and social-emotional learning, or referrals for
 support for family or student needs.
- 4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
- Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
- Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
- Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

Attached is a copy of the Expanded Learning Opportunities Grant Plan.

SUPERINTENDENT'S RECOMMENDATION:

ADOPT the Expanded Learning Opportunities Grant Plan for the 2021-2022 school year.

DOWNEY UNIFIED SCHOOL DISTRICT Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Downey Unified School District	Veronica Lizardi, Ed.D. Director, Innovative Education Programs	(562) 469-6568 vlizardi@dusd.net

The following is the Downey Unified School District plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Downey Unified School District (DUSD) sustains a collaborative effort to gather and incorporate stakeholder feedback. This process is viewed as an opportunity for an expansive and inclusive conversation about the district's vision and plan for student achievement and a place to tie the district's instructional initiatives together with the allocation of resources. DUSD's vision, "All students graduate with a 21st Century education that insures they are college and career ready, globally competitive, and citizens of strong character", continues to be at the forefront of our work.

DUSD implements a stakeholder engagement effort that establishes a strong foundation for continued stakeholder support and involvement. As described in the subsequent paragraphs, stakeholder engagement is a deeply embedded component of district practice.

The stakeholder engagement process for the development of the Expanded Learning Opportunities Grant involved structured opportunities for direct feedback from a range of stakeholders, including DUSD instructional Leadership Cabinet, principals, and co-administrators, bargaining units, teachers and staff, parents, the Parent Advisory Committee (PAC), the District English Language Learner Advisory Committee

(DELAC), and the DUSD Board of Education. The following provides a breakdown of the Expanded Learning Opportunities Grant involvement process by stakeholder group.

DUSD Instructional Leadership Cabinet

The Superintendent convened the Instructional Leadership Cabinet on a weekly basis since the onset of the pandemic. These weekly meetings provide ample opportunities to discuss the needs of the district and obtain early input on program adjustments and enhancements that were needed due to learning loss because of the pandemic. The foundation for these discussions were centered around the needs of our unduplicated student populations. Each department would share strategies and resources that were being provided through their department to support parents, students, and staff.

The weekly meetings were also helpful in understanding new mandates, requirements, funds, and other pertinent information. Strategic planning was exercised to ensure follow through. Data analysis was essential since were asking stakeholders to complete multiple surveys throughout the pandemic. This input was essential when determining resources for parents, students, and staff with funds such as the Expanded Learning Opportunities Grant.

Principals and Co-Principals

Elementary, middle and high school administrators met on a weekly basis since the onset of the pandemic. District Directors from all departments attended the weekly meetings and provided updates to the site leaders on any new mandates, requirements, guidelines, etc. This weekly format also provided opportunities for site leaders to ask questions or provide suggestions for resources, services, and programs with new funding such as the Expanded Learning Opportunities Grant.

Bargaining Units

District leadership met on a regular basis with Certificated and Classified union leaders in a collaborative format. These regular collaborative meetings provided a forum to discuss ongoing items that included input for the use of new funding. These collaborative planning sessions are ongoing and continue to be held in addition to negotiations. Bargaining units also hold regular meetings with their leadership team members and gather input at those meetings as well. The district leaders and DEA president planned and coordinated meetings to review schedules for returning to school in a hybrid setting, discuss safety protocols, and gather input on a variety of staff and student needs to address during the pandemic.

In order to gather their input, meetings with Classified Union Unit 1 members were held during the following months in 2020: April, June, August, September, and December. Additional meetings were held in 2021 during February and March. Meetings were also held with Classified Union Unit 2 members in April, August, September, and December 2020 as well as in February and March 2021.

Parent Advisory Committee (PAC) / District English Learner Advisory Committee (DELAC)

Both advisory committees held additional meetings since the start of the pandemic. Meetings were held virtually with Spanish translation. An opportunity to submit questions to the Superintendent was always available. The Superintendent responded in writing on comments received by both advisory committees. Input for the Expanded Learning Opportunities Grant plan was taken on May 12, 2021. And the Draft was presented to the PAC and DELAC on May 26, 2021 prior to the School Board adopting on June 1, 2021. Parents were also provided an opportunity to provide input through a survey.

School Board of Education

Return to school discussions have been a part of every school board meeting since the onset of the pandemic. There is a regular agenda item titled, "Return to School" where presentation are made and discussions on various topics related to the return to school are reviewed. This includes collaboration around funding and input is gathered on the proposed uses of these specific return to school and learning loss/recovery funds.

A description of how students will be identified and the needs of students will be assessed.

Students will be identified through various formats:

- -local diagnostic assessment data
- -teacher referrals
- -program specialist referrals
- -academic counselor referrals
- -parent request
- -all English learners, low-income, foster/homeless youth, students with disabilities will be prioritized to participate in all learning recovery services.

Students will be assessed and monitored through the Categorical Resource Teacher program. Every elementary and middle school has a Categorical Resource Teacher that has the responsibility to support the school site with data collection. This includes the organization of diagnostic assessments and progress monitoring and the communication of the results to the school site team that includes the administrators and grade level/department leads. This information is at the core of professional learning communities (PLC) and grade/level department meetings that are held on a regular basis. The Categorical Resource Teacher also oversees all English Learners and students at-risk both academically and social emotionally. They are a liaison for those students when additional services are needed i.e., school-based therapist referral. a result of the pandemic, middle school students transitioned from the STAR 360 ELA and Math diagnostic to the iReady ELA and Math diagnostic assessment that the elementary students have been utilizing. One of the main reasons for this transition was that although the STAR 360 offered an easy-to-use assessment, it did not offer an online instructional component like iReady offers students. The iReady platform made asynchronous learning a smooth transition for our students in the areas of ELA and Math. Although the cost per license is significantly more by using iReady, the benefits are greater for our students. High school students have formative assessments that are created by each department. PLC leads are responsible for embedding these results as part of their collaboration meetings. In addition, high schools have an EL Coordinator that oversees English learners and their progress. They coordinate meetings with content area teachers if a student is falling behind or needs additional assistance.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

The parent/guardians of the students who are prioritized (English learners, low-income, foster/homeless youth, students with disabilities) will receive an email, text message, and phone call informing them of the programs and services being offered to their children in both English and Spanish. Each school site will receive a list of the identified priority students so they can follow-up with the students who do not participate in the programs.

The school district and each school site will provide additional information on their social media regarding the additional supplemental supports offered at the school sites by level. Information will be posted, and the contact information parents/students can contact if they have any questions.

Each school will conduct parent informational meetings to ensure parents/guardians are aware and understand all of the supplemental instruction and support offerings for their children. Each meeting

will provide a Question and Answer forum for families and the meetings will provide Spanish translation and sign language interpreting services.

A description of the LEA's plan to provide supplemental instruction and support.

Downey Unified has identified three core areas that will be addressed to provide and implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- -Low-income
- -English learners
- -Foster Youth
- -Homeless Students
- -Students with Disabilities
- -Students at Risk of Abuse, Neglect, or Exploitation
- -Disengaged Students
- -Students who are below grade level

The three core areas the district will focus on are:

- -Academic Recovery and Intervention
- -Social Emotional Learning support
- -21st Century Learning: Digital Resources

Supplemental Instruction and Support Services:

STRATEGY AREA: Extending Instructional Learning Time

Support Service:

Extending Instructional Learning Time (to be negotiated with all bargaining units)

Research has shown that when you build intervention supports and services into the school day, students benefit greatly. Especially those students who are most at-risk. DUSD plans to support students with targeted intervention before, during, and after school.

STRATEGY AREA: Accelerating Progress to Close Learning Gaps Through the Implementation, Expansion, or Enhancement of Learning Supports.

Support Service:

Adding Certificated Interventionists to Support Targeted Intervention

In an effort to maximize the extended instructional time, Certificated Interventionists will be hired to provide small group intervention at a Tier II and Tier III level. Each school will receive additional staff to support intervention during the school day.

Support Service:

Additional Paraprofessionals

Additional paraprofessionals will be hired to support

Support Service:

Classroom Digital Resources

The pandemic shed light on the limited digital resources the district had available to meet the needs of all students and families. Although the district was prepared with new 1:1 devices, the district was less prepared with a variety of digital resources to meet the needs of all the students and families. The Instructional Technology Coaches (ITCs) have spent time researching and piloting new resources that support learning recovery in many different content areas. Students and families have learned to adapt to virtual learning and the district is ready to provide additional resources that student and families can access at home and continue their academic recovery after their in-person instructional time.

STRATEGY AREA: Integrated Student Supports to Address Other Barriers to Learning.

Support Service:

Elementary Wellness Centers

The district will be implementing Wellness Centers. These centers will provide students and families resources around healthy living and target the areas of social emotion learning (SEL) that consist of:

- -Self-awareness
- -Self-management
- -Social awareness
- -Relationship skills
- -Responsible decision-making

This service will fund seven (7) full-time employees (FTEs)

STRATEGY AREA: Community Learning Hubs that Provide Students with Access to Technology, High-Speed Internet, and Other

Academic Supports

Support Service:

Instructional Media Technicians

Instructional Media Technicians (IMTs) will be hired to support priority students and families with new 21st Century digital resources. These resources will support learning recovery efforts. Students and families will need training and ongoing support to access these digital resources that will help support students as they work towards recovery areas of need in both academic and social emotional areas.

STRATEGY AREA: Additional Academic Services for Students

Support Service:

Progress Monitoring Assessments

To ensure learning recovery, a system of progress monitoring will be designed to specifically monitor students who are receiving targeted intervention. Additional assessment programs will be purchased to support Intervention teams efficient assessment tools that will provide accurate and timely data.

STRATEGY AREA: Training for school staff on strategies to engage students and families in addressing students' social emotional health and academic needs.

Support Service:

Professional Development

Provide staff a variety of resources and trainings on strategies to support students and families on the various social emotional and academic needs. Substitute coverage may be needed for trainings, cost for online modules, and resource licenses for every staff member.

Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$3,250,000	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$8,425,979	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning	\$1,100,000	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	\$1,000,000	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	0	[Actual expenditures will be provided when available]
Additional academic services for students	\$1,500,000	[Actual expenditures will be provided when available]

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$500,000	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	\$15,775,979	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Downey Unified will coordinate all federal Elementary and Secondary School Emergency Relief Funds in addition to the ELO Grant funds around three core areas. These core areas include academic recovery and intervention, social emotional learning support, and 21st Century Learning: Digital Resources while maintaining the necessary resources for healthy and safe campuses and adhering to all the requirements.

All available guidance is continually reviewed to ensure the intent of the one-time funds and their allowable uses. As student and District needs are identified and prioritized, programs and services are developed and aligned by allowable use in order to coordinate, leverage, and maximize these essential one-time funds.

Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code* (*EC*) Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact <u>ELOGrants@cde.ca.gov</u>.

Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- · low-income,
- English learners,
- · foster youth,
- · homeless students,
- · students with disabilities,
- · students at risk of abuse, neglect, or exploitation,
- · disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school
 year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- "Supplemental instruction" means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- "Support" means interventions provided as a supplement to those regularly provided by the LEA, including services provided in
 accordance with an IEP, that are designed to meet students' needs for behavioral, social, emotional, and other integrated
 student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.

 "Students at risk of abuse, neglect, or exploitation" means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

EC Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (EC Section 43522[h]).

The seven supplemental instruction and support strategies are:

- Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional
 days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any
 other action that increases the amount of instructional time or services provided to students based on their learning needs.
- 2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
 - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
 - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
 - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
- Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and socialemotional learning, or referrals for support for family or student needs.
- 4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
- 5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility.
- 6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
- 7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students' social-emotional health needs and academic needs.

As a reminder, EC Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

Fiscal Requirements

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any
 of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals
 to provide supplemental instruction and support through the duration of this program, with a priority for full-time
 paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English
 learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend
 at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in
 distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional
 services are offered.

Instructions: Plan Descriptions

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

A description of how parents, teachers, and school staff were involved in the development of the plan

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

A description of how students will be identified and the needs of students will be assessed

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

A description of the LEA's plan to provide supplemental instruction and support

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, EC Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (EC Section 43522[h]).

Instructions: Expenditure Plan

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education March 2021