BOARD OF EDUCATION DOWNEY UNIFIED SCHOOL DISTRICT



AGENDA May 11, 2021 - REGULAR MEETING

PACE TRAINING CENTER

9625 Van Ruiten Street

Bellflower, CA 90706

Board of Education



Vice President Barbara R. Samperi



President D. Mark Morris



Clerk Martha E. Sodetani



Member Giovanna Perez-Saab



Member Jose J. Rodriguez



Member Linda Salomon Saldaña



Member Nancy A. Swenson



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



Regular Board of Education Meeting

May 11, 2021 Open Session - 4:00 p.m.

Meeting held Virtually Electronically or Telephonically

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

How to Connect to the Meeting electronically/telephonically:

Zoom Information:

https://dusd-net.zoom.us/j/89634580424?pwd=UWNJWXhQOFFCc3NuUUNraVFhUy9Qdz09Passcode: 268044

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

Webinar ID: 896 3458 0424

Passcode: 268044

Public Comment:

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to publiccomment0511@dusd.net by Tuesday, May 11, 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, May 11, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

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

3. INVOCATION

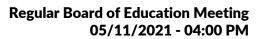
Invocation to be delivered by Ms. Nancy A. Swenson, Member of the Board of Education.

4. ROLL CALL

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

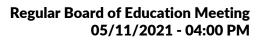


ADOPT Agenda #23 for the Regular Meeting of the Board of Education held o 2021.	n May 11,
 APPROVE Official Minutes of the Regular Board of Education Meeting held Ap 2021, as submitted or with necessary corrections. 	oril 20, 13
7. RECEIVE correspondence and refer it to the proper order of business or to the Superintendent for handling.	
HEAR Oral Communications from Members of the Board of Education and Superintendent.	
9. HEAR Public on items not appearing on the Agenda.	
II. CONSENT AGENDA	
 ACCEPT with gratitude and in accordance with Board Policy 6372 the gift done received through April 2021. 	ations 27
 RATIFY and/or APPROVE conference attendance and actual and necessary exincluding registration fees; and AUTHORIZE payment of expenses as described provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance. 	d here in, as
 RATIFY Second Amendment to Individual Services Agreement for Nonpublic, Nonsectarian School Services No. 202021-23 with Frostig Center from July 1, June 30, 2021. 	2020 to
 RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectors School Services No. 202021-32 with Hillside Residential Treatment from Marc to June 30, 2021. 	
 RATIFY Amendment to Individual Services Agreement for Nonpublic, Nonsectors School Services No. 202021-517 with Spectrum Center to add an additional acassistant as part of the IEP from July 1, 2020 through June 30, 2021. 	
 RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared Purchasing Department for the 2020-21 fiscal year from April 6, 2021 through 2021. 	-
7. RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center of performed by Classified Personnel, Adult School, and Food Services for the modern March 2021, covered by Payroll Orders issued through April 2021.	
8. RATIFY the following B Warrants for Downey Unified School District, falling be warrant numbers 20176662 and 20184771 in the BEST Financial Advantage S issued for payment of authorized purchases or obligations incurred by law or d policy for the period beginning April 1, 2021 and ending April 30, 2021.	ystem,



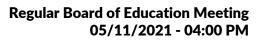


9.	APPROVE listed school personnel from Downey and Warren High Schools as CIF league representatives for the 2021-22 school year. $ \oslash $	37
10.	APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first, second, and third quarters of the 2020-21 school year.	39
11.	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.	43
12.	RATIFY California Student Data Privacy Agreement with Omega Labs, Inc. dba/Boom Learning, to provide access to Boom Cards instruction material mini apps.	85
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.	109
14.	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.	111
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.	113
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.	115
17.	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.	117
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.	119
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.	124
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.	129
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.	136
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.	142
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.	148
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.	154
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.	157
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.	172
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.	175

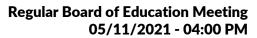




32.	APPROVE Service Agreement No. 202122-10 with the University of California, Transcript Evaluation Service, to provide access to the UC web services for the transfer of student records and related student information from July 1, 2021 through June 30, 2022.	181
33.	APPROVE Service Agreement No. 202122-11 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.	197
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.	207
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.	218
36.	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.	221
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.	232
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.	242
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.	249
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.	251
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 asneeded basis with the same advantages, terms and conditions.	253
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.	255
4 2	APPROVE Change Order #2 to Purchase Order #PO2W-21*1379 for the installation of a	۷33

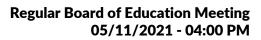


	District-supplied bottle filling station at Sussman Middle School at the request of the Facilities Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$1,445.00, to be charged to Restricted Maintenance Funds.	257
44.	ACCEPT as complete Agreement for Independent Consultant/Professional 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.	259
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.	261
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.	263
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.	265
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.	267
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.	269
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.	271
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.	273
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.	275
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.	277
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.	279
55.	RATIFY and/or APPROVE routine Personnel items until subsequent action is taken by the Board of Education.	281
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. 🕖	299
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.	301
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.	303
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.	305
60. RATIFY the establishment of 83 Student Supervision Assistant positions, effective March 26, 2021.	307
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.	309
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.	311
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.	313
64. APPROVE the establishment of 13 Instructional Media Technician positions, effective May 12, 2021.	315
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.	317
66. APPROVE the duties of the Early Learning Assistant as attached, effective May 12, 2021.	319



67. APPROVE the duties of the Early Learning Instructor as attached, effective May 12, 2021.	323
III. GENERAL ADMINISTRATIVE SERVICES	
 ADOPT Resolution No. 202021-17, in recognition of Downey Unified Staff Appreciation Weeks, May 10 through May 28, 2021. 	327
IV. SPECIAL ADMINISTRATIVE - Instruction	
1. APPROVE the proposed 2021-22 Course of Study for the high schools.	329
 APPROVE Downey Adult School Career and Education Center to change the mode of delivery for existing programs from 100% Traditional to Traditional and Hybrid. 	337
 ESTABLISH assignments for participation in the Class of 2021 and Class of 2020 graduation ceremonies and the Class of 2021 promotion ceremonies. 	339
 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. 	341
2. APPROVE various 2021-22 Classified Work Year Calendars, effective May 12, 2021.	343
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.	
4. RECEIVE Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.	354
 DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association. Open the Hearing 	
b. Close the Hearing	
 PRESENT the 2020-21 Downey Unified School District Board of Education Bargaining Proposal(s) with Downey Education Association/California Teachers Association/National Education Association. 	356



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. a. Open the Hearing	
	b. Close the Hearing	
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.	358
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. a. Open the Hearing	
	b, Close the Hearing	
10.	RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248.	367
11.	DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #248. a. Open the Hearing	
	b. Close the Hearing	
12.	PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248.	369
13.	DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #248. a. Open the Hearing	
	b. Close the Hearing	
14.	RECEIVE Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746.	371
15.	DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) from California School Employees Association, Chapter #746. a. Open the Hearing	
	b. Close the Hearing	
16.	PRESENT Downey Unified School District Board of Education Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.	373



- 17. DECLARE a Public Hearing to hear public response to the Initial Bargaining Proposal(s) with California School Employees Association, Chapter #746.
 - 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 1, 2021, at 4:00 p.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 April 20, 2021, as submitted or with necessary corrections.

Supporting Documents



BdMinutes



Regular Board of Education Meeting 04/20/2021 04:00 PM

Downey Unified School District Meeting held Virtually - Electronically or Telephonically

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https://dusd-net.zoom.us/j/84895974884?pwd=bmRYa0YrQUExVFZ0TEVyQUpiS3l3QT09

To connect to the meeting by telephone, see information below: (408) 638-0968 or (669) 900-6833 Webinar ID: 848 9597 4884 Passcode: 497230

Persons who want to comment on agendized items or topics not included on the agenda are invited to submit comments via email to <u>publiccomment0420@dusd.net</u> by Tuesday, April 20, 2021, at 3:00 p.m. All public comments will be read into the record at the meeting. Please limit comments to 300 words or less (3 minutes).

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.

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, April 20, 2021, in the Pace Training Center, 9625 Van Ruiten Street, Bellflower, California.

2. FLAG SALUTE

Renewal of the Pledge of Allegiance to the Flag of the United States of America was led by Ms. Nancy A. Swenson, Member of the Board of Education.

3. INVOCATION

Invocation was delivered by Mrs. Linda Salomon Saldaña, Member of the Board of Education.

4. ROLL CALL

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

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

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

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

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

There was no correspondence to be received.

- 8. RECEIVE the Citizens' Bond Oversight Committee 2019-20 Annual Report.
- HEAR an update presentation from Human Relations Council (HRC) Steering Committee Members Dr. Rani Bertsch, Dr. Charlotte Evensen, Dr. Cassandra Villa, Golden Fowler and HRC Member Sarah Rowe.

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

Mrs. Perez-Saab shared that our students are ecstatic to be back in school and noted that with Zoom meetings, more parents are able to get involved. She congratulated the Skills USA students and those who have been accepted to colleges and received scholarships. Mrs. Perez-Saab appreciated the partnership with Columbia Space Center on the City of STEM event. She was able to attend a human trafficking workshop and suggested that parents be aware of what their kids are doing on social media. Mrs. Perez-Saab was excited to attend the Downey / Warren football game and enjoyed seeing our families.

Ms. Swenson appreciated the different perspective of watching the Downey / Warren game live-streamed from home and agreed that the incident will be handled appropriately. She added that our administrators and teachers have been working hard to get students back into sports. Ms. Swenson appreciated receiving the AVID Tutor newsletter and the update on our summer MADE internship program that is now up and running. Ms. Swenson added that it is great to see our kids and teachers back on campus.

Mrs. Sodetani had the pleasure of meeting with the Clergy Council as well as the Downey Care Collaborative group. She enjoyed the virtualEvery Student Succeeding ceremony which was very moving and touching. Mrs. Sodetani was able to attend the Warren High School WASC meeting on Sunday as well as the human trafficking workshop. She congratulated our sports teams who have been able to get back on the field and play. Mrs. Sodetani reported that it is great to see that the State has canceled testing this year and that we are able to hold our graduation ceremonies in person.

Mr. Rodriguez was happy to see that returning to school went so smoothly, noting he had been to Doty Middle School and Downey High School and commended the administrators for being out front greeting families. He was happy to hear Dr. Garcia speaking regarding the return to campus on radio station KPCC. Mr. Rodriguez had the pleasure of attending a few football games where the parents felt safe and were constantly reminded over the intercom to stay 6 feet apart and administrators were out there supervising. He attended a PTA meeting and thanked our hard-working parents for keeping kids engaged and involved during this pandemic.

Mrs. Saldaña agreed with previous positive comments about the smooth opening of schools and added that drop off and pickups have been going well. She noted how proud she is of Downey Unified and how we were able to bring back all grade levels at once. Mrs. Saldaña reported that even though the classrooms are not full, teachers were happy to see their kids and kids liked seeing their teachers. She discussed the Human Relations Council presentation and noted that she is really glad to see the professional development being provided and noted that the Grupo Crecer parent workshops discuss diversity and sensitivity.

Mrs. Samperi reported that she heard from several teachers that coming back to Hybrid teaching was difficult and hopes that it is getting easier. She noted that she enjoyed receiving the AVID Tutor newsletter. Mrs. Samperi commended the Stay Gallery for providing things for students to do during this pandemic. She thanked the community for donations on tonight's agenda that total over \$5,000.

Mr. Morris noted that the Human Relations Council presentation was excellent and added that we should all be treating each other as we would want to be treated. He had the pleasure of addressing employees at the Classified Professional Development Workshop on Saturday and appreciated that our employees are willing to give up a Saturday to attend this workshop. He thought the human trafficking zoom meeting was very informative. Mr. Morris thanked Alyda for coordinating the Kaiser Health Plan Training meeting. He thanked the grounds crew for getting all the grass cut, weeds pulled, parking lots cleared and noted that our schools look great.

Dr. Garcia reported that we had a really strong and smooth return to school and thanked our principals, co-administrators, teachers and office staff for all their work taking care of as many details they could think of, noting that it was a gift having spring break to make any adjustments that were needed. He discussed the aesthetics of our schools and recognized Christina Aragon and John Shook for their efforts getting our schools looking great in a tight turn around time for school reopening. Dr. Garcia commended the Human Relations Council Committee, noting that we have quality individuals who are working in this group.

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

Public comments, concerns and/or questions were submitted via email and read expressing disappointment for only receiving prorated extra school pay for part-time classified employees instead of the full amount of \$500 from the following:

Lisa Reyes Peggie Chesser Rebecca Bell Silvia Armenta Cindy Gomez

II. CONSENT AGENDA

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

- ACCEPT with gratitude and in accordance with Board Policy 6372 the gift donations received through March 2021.
- RATIFY and/or APPROVE conference attendance and actual and necessary expenses, including registration fees; and AUTHORIZE payment of expenses as described herein, as provided by Board Policy and Administrative Regulation 7310, Convention and Conference Attendance.
- RATIFY Nonpublic, Nonsectarian School/Agency Services Master Contract No. 202021-32
 with Hillside Residential Treatment Center to provide special education and/or related
 services to students for the period of March 24, 2021 through June 30, 2021.
- 4. APPROVE Settlement Agreement for OAH Case No. 2021010649.
- RATIFY and/or APPROVE per Board Policy 6362 the purchase orders prepared by the Purchasing Department for the 2020-21 fiscal year from February 24, 2021 through April 5, 2021.
- RATIFY the issuance of Payroll Orders for Hourly, Overtime, and Civic Center Work
 performed by Classified Personnel, Adult School, and Food Services for the month of
 February 2021, covered by Payroll Orders issued through March 2021.

- 7. RATIFY the B Warrants for Downey Unified School District, falling between Warrant Numbers 20167948 and 20176372, issued for payment of authorized purchases or obligations incurred by law or district policy for the period beginning March 1, 2021 and ending March 31, 2021.
- 8. RATIFY the Community Development Block Grant Program Subrecipient Contract with the City of Downey to provide counseling and group support services through the 10-20 Club, Inc. for at-risk youth from July 1, 2020 through June 30, 2021.
- RATIFY the Community Development Block Grant Program Subrecipient Grant Agreement
 with the City of Downey and the Downey Unified School District TLC Family Resource
 Center to provide services to enhance the quality of life for low- and moderate-income
 citizens in the community from July 1, 2020 through June 30, 2021.
- RATIFY the Community Development Block Grant Subrecipient Grant Agreement between the City of Downey and the Downey Unified School District - TLC Program to provide basic emergency need items to Downey residents in response to the COVID-19 pandemic from October 14, 2020 through December 31, 2021.
- RATIFY the agreement with the City of Downey to provide School Resource Officer Services at Downey High School, Warren High School, and Columbus High School in connection with the District's Police on Campus Program from March 23, 2021 through May 28, 2021.
- RATIFY California Student Data Privacy Agreement with SAVVAS Learning Company, LLC, for the use of digital online courseware from July 1, 2020 through June 30, 2021.
- RATIFY Facility Use and Grant Service Agreement with Sports for Learning, Inc., for afterschool program for information, recreation and education, effective March 29, 2021 through May 28, 2021.
- APPROVE Agreement for Architectural Services with PBK-WLC Architects, Rancho Cucamonga, for the Ward Elementary School Fire Alarm Upgrade Project, in the amount of \$37,800.00, to be charged to Measure O Bond Funds.
- 15. APPROVE Agreement for Preliminary Services with Bernards Bros Inc., San Fernando, to provide preliminary construction services on the Stauffer Middle School Gymnasium Project, in the amount of \$67,665.00, to be charged to Measure O Bond Funds.
- APPROVE Amendment No. 1 to the Brokerage Consulting Agreement with Alliant Insurance Services, Inc. to renew the current agreement for insurance brokerage services effective July 1, 2021 through July 1, 2023.
- APPROVE First Amendment to Service Agreement No. 202021-25 with Carrot Group to design, launch and operate Esports Tournaments for the District from July 1, 2020 through June 30, 2021.
- RATIFY First Amendment to Service Agreement No. 202021-70 with Beltmann Relocation Group to provide additional moving services for the Doty Middle School Modernization project from July 2020 through December 2021.
- 19. RATIFY Amendment #5 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 2, 2021 through April 8, 2021.
- 20. RATIFY Amendment #6 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 19, 2021 through April 8, 2021.

- RATIFY Amendment #7 to Agreement No. 202021-124 with Zoom to provide additional online meeting software to District teachers from March 24, 2021 through April 8, 2021.
- 22. RATIFY First Amendment to Service Agreement No. 202021-243 with Elizabeth Gallardo by extending agreement end date from March 31, 2021 to April 30, 2021.
- RATIFY First Amendment to Service Agreement No. 202021-244 with Optometric Vision Care Associates by extending agreement end date from February 26, 2021 to May 28, 2021.
- RATIFY First Amendment to Service Agreement No. 201920-250 with People's Care Autism Services by extending agreement end date from March 21, 2020 to September 15, 2020.
- RATIFY Service Agreement No. 202021-252 with Elizabeth Gallardo to provide compensatory Speech and Language Therapy services for a District student from December 1, 2020 through June 30, 2021.
- RATIFY Agreement for Construction Services (Small Projects) No. 202021-264 with Unified Modular, Riverside, to modify portable classroom buildings at Stauffer Middle School, in the amount of \$35,393.68, to be charged to Measure O Bond Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-287 with Exchange Club Family Support Center to provide a parent workshop via Zoom at Unsworth Elementary School on March 11, 2021.
- RATIFY Service Agreement No. 202021-293 with Hollar Speech and Language Services to provide Independent Educational Evaluation in the area of Speech & Language including IEP meeting participation from February 17, 2021 through June 30, 2021.
- 29. RATIFY Agreement for Construction Services (Small Projects) No. 202021-301 with M&R Painting and Decorating, Inc., Rowland Heights, to provide exterior painting of buildings C, D, F, G, L, J and the south side of the center main hallway at Columbus High School, in the amount of \$12,750.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-302 with BSN Sports, LLC to remove and replace basketball backboards in the gymnasium at Warren High School from March 1, 2021 through September 1, 2021.
- 31. RATIFY Service Agreement No. 202021-303 with Professional Tutors of America to provide 90 hours of academic instruction to students, effective March 9, 2021 through August 31, 2021.
- RATIFY Agreement No. 202021-304 with DIACARTA to provide COVID-19 laboratory diagnostic testing services for student-athletes from March 10, 2021 through June 30, 2022.
- 33. RATIFY Agreement No. 202021-305 with OUTFRONTmedia to provide poster advertising and related artwork on the corners of Firestone Boulevard and Rives Avenue to the Downey Adult School from March 15, 2021 through March 13, 2022.
- RATIFY Agreement for Construction Services (Small Projects) No. 202021-306 with 3D Concrete, Downey, to provide concrete walkway repairs at Imperial Elementary School, in the amount of \$9,960.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 35. RATIFY Agreement for Construction Services (Small Projects) No. 202021-307 with Pro-Craft Construction, Inc., Redlands, to furnish and install water bottle filling stations at various school sites at the direction of M.O.T. Services, in the amount of \$14,420.00, to be charged to Restricted Maintenance Funds. (under separate cover)

- 36. RATIFY Agreement for Construction Services (Small Projects) No. 202021-308 with Quality Environmental, Inc., Santa Fe Springs, to provide modular classroom remediation services at Downey High School, in the amount of \$16,200.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- RATIFY Agreement for Construction Services (Small Projects) No. 202021-309 with Pro-Craft Construction, Inc., Redlands, to provide domestic water main repairs at Warren High School, in the amount of \$20,790.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- 38. RATIFY Agreement for Construction Services (Small Projects) No. 202021-310 with Quality Environmental, Inc., Santa Fe Springs, to provide modular classroom remediation services at Downey High School, in the amount of \$14,600.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 39. RATIFY Service Agreement No. 202021-311 with Bright Event Rentals to provide the set up and installation of District-provided event tents at Downey and Warren High Schools from April 5, 2021 through April 30, 2021.
- 40. RATIFY First Amendment to Service Agreement No 202021-92 with Pacific Coast Speech Services Inc. by adding additional Speech and Language Services starting on March 2, 2021.
- 41. RATIFY Service Agreement No. 202021-312 with Haynes Family of Programs S.T.A.R. Academy to provide compensatory educational services in the areas of Language and Speech to a District student, effective March 17, 2021 through June 30, 2021.
- 42. RATIFY Agreement for Construction Services (Small Projects) No. 202021-313 with B&B Service, Temple City, to provide floor repairs for an existing walk-in freezer in the cafeteria at Rio San Gabriel Elementary School, in the amount of \$10,635.00, to be charged to Food Service Funds. (under separate cover)
- RATIFY Service Agreement No. 202021-314 with Jackson Risk Management, Inc. to provide Alternative Dispute Resolution services for Downey SELPA from April 1, 2021 through June 30, 2021.
- RATIFY Service Agreement No. 202021-316 with Elizabeth Gallardo, CCC-SLP, BCBA for Independent Educational Evaluation in the area of Functional Behavior Assessment and IEP meeting attendance, effective March 17, 2021 through May 28, 2021.
- 45. RATIFY Service Agreement No. 202021-318 with Haynes Family of Programs S.T.A.R. Academy to provide supplemental academic support and reading specialist to a District student, effective April 12, 2021 through September 1, 2021.
- 46. RATIFY Agreement for Construction Services (Small Projects) No. 202021-319 with J.K. Miklin, Inc. dba Yamada Enterprises, Huntington Beach, to provide and install steel library shelving at Sussman Middle School, in the amount of \$9,590.00, to be charged to Measure O Bond Funds. (under separate cover)
- APPROVE Service Agreement No. 202021-320 with Certification & Career Pathways Readiness Group (2 CPR Group) to provide Career Technical Education teacher support for hybrid and in-person learning from April 21, 2021 through December 31, 2021.
- 48. APPROVE Agreement for Construction Services (Small Projects) No. 202021-321 with McCullah Fence Company, Bell Gardens, to install a new swing gate at Stauffer Middle School and install diamond back vinyl fence covering, a slide gate, concrete foundation, and

- swing gate at Price Elementary School, in the amount of \$8,725.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 49. APPROVE Agreement for Construction Services (Small Projects) No. 202021-322 with R&R Roofing and Waterproofing, Inc., Lake Elsinore, to provide roof coating and spot repairs on portable classroom buildings at Warren High School, in the amount of \$20,840.00, to be charged to Deferred Maintenance Funds. (under separate cover)
- APPROVE Agreement for Construction Services (Small Projects) No. 202021-323 with Miner, LTD, Norwalk, to repair a cafeteria rolling door at Stauffer Middle School, in the amount of \$3,007.19, to be charged to Deferred Maintenance Funds. (under separate cover)
- 51. RATIFY Agreement No. 202021-324 for Independent Consultant/Professional Services (Construction Related) with Aurora Industrial Hygiene, South Pasadena, to provide water testing services at the Gallegos Administration Center, in the amount of \$1,450.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 52. RATIFY Agreement for Construction Services (Small Projects) No. 202021-325 with McCullah Fence Company, Bell Gardens, to install a new swing gate at Carpenter Elementary School, in the amount of \$845.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 53. RATIFY Agreement for Construction Services (Small Projects) No. 202021-326 with George's Tree & Landscape Services, Downey, to provide tree trimming services at Lewis and Rio Hondo Elementary Schools, in the amount of \$10,000.00, to be charged to Restricted Maintenance Funds. (under separate cover)
- 54. RATIFY Agreement for Construction Services (Small Projects) No. 202021-327 with Big City Signs, Inc., Murrieta, to design and paint a CHARACTER COUNTS! mural at Columbus High School/Downey Adult School, in the amount of \$3,502.00, to be charged to School Site/Adult School Funds. (under separate cover)
- 55. RATIFY Service Agreement No. 202021-329 with Haynes Family of Programs S.T.A.R. Academy to provide Language, Speech and Supplemental Academic Services to a District student, effective March 31, 2021 through December 31, 2021.
- 56. RATIFY Agreement No. 202021-331 with Zoom to provide annual Zoom services and software to conduct District-wide staff and classroom meetings from April 8, 2021 through April 7, 2022.
- APPROVE Contract with the Los Angeles County Office of Education for PeopleSoft Financial Systems, Fiscal Year 2021-22, effective July 1, 2021 through June 30, 2022.
- 58. RATIFY Facility Use and Grant Services Agreement for After School Program for Information Recreation and Education with Saint Dominic Savio Parish, Bellflower, from March 29, 2021 through May 28, 2021.
- APPROVE the Full and Final Release and Settlement Agreement with Angeles Contractor, Inc. to resolve remaining subcontractor claims related to the extended duration of the Stauffer Middle School project.
- 60. ACCEPT and APPROVE the use of the Oak Grove School District California Student Data Privacy Agreement with Nearpod, Inc., Dania Beach, Florida, in the anticipated annual amount of \$2,500.00, with no guarantee that this amount will be met or exceeded, for the use of online document annotation software for student and teacher use on an as-needed basis with the same advantages, terms and conditions.

- 61. RATIFY the purchase of classroom and office furniture for the Sussman Middle School Modernization Project, against the Hemet Unified School District Piggyback Bid #FAC 2020-08, with Office & Ergonomic Solutions, Inc., Rancho Cucamonga, in the amount of \$131,669.89, to be charged to the Measure O Bond Fund.
- 62. APPROVE the increase to Purchase Order #PO1-20*358 for architectural services for the Sussman Middle School Modernization Project, with Westberg+White, Inc., Tustin, in the increased amount of \$34,850.00, to be charged to Measure O Bond Funds.
- 63. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-220, removal and installation of new wood flooring in the Warren High School Gymnasium, with KYA Services, LLC, Santa Ana, in the increased amount of \$87,500.00, to be charged to Deferred Maintenance Funds.
- 64. APPROVE Change Order #1 to Agreement for Construction Services No. 202021-307 to furnish and install water bottle filling stations at various school sites at the direction of the M.O.T. Services Department with Pro-Craft Construction, Inc., Redlands, in the increased amount of \$7,006.00, to be charged to Restricted Maintenance Funds.
- 65. APPROVE Change Order #1 to Purchase Order #PO2W-21*1020 for additional Quality Bidders software services at the request of the Facilities Department with Colbi Technologies, Inc., Tustin, in the increased amount of \$20,000.00, to be charged to Restricted Maintenance Funds.
- 66. APPROVE the declaration and sale and/or recycling of District obsolete property and abate the income to the General Fund Account #01.0-00000.0-00000-8631-0000000 or the Food Services Account #13.0-53100.0-00000-00000-8631-0000000.
- 67. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-198 for tree trimming services at Unsworth Elementary School with V&E Tree Service, Inc., Orange, in the final amount of \$11,500.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 68. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-205 for interior painting of the gymnasium at Warren High School, with Tony Painting, Inc., Garden Grove, in the final amount of \$48,640.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 69. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-209 for canopy roof repairs at Williams Elementary School, with FC & Sons Roofing Company, Bell Gardens, in the final amount of \$14,980.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 70. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-228, to install a swing gate and poles at Imperial Elementary School, with McCullah Fence Co., Bell Gardens, in the final amount of \$1,460.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

- 71. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-239 for the installation of District-supplied carpeting and cove base in Kindergarten classrooms at Williams Elementary School, with Universal Metro, Inc., Santa Fe Springs, in the final amount of \$4,942.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 72. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-251 to perform miscellaneous concrete work at Old River Elementary School with 3D Concrete, Downey, in the final amount of \$10,910.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 73. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-256 for the installation of water bottle filling stations at all schools within the District, with ProCraft Construction, Inc., Redlands, in the final amount of \$47,808.06, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 74. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-258 for interior painting of classroom N4 at Columbus High School, with M&R Painting and Decorating, Inc., Rowland Heights, in the final amount of \$2,995.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 75. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-260 for interior painting of the cafeteria at Gauldin Elementary School, and interior painting of restrooms at Rio San Gabriel and Unsworth Elementary Schools, with Hendrix Painting, Inc., Long Beach, in the final amount of \$27,550.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 76. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-264, modifications to an interim housing portable classroom building at Stauffer Middle School, with Unified Modular Corporation, Riverside, in the final amount of \$35,393.68, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 77. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-281 for interior painting of first- and second-floor hallways in the Donald E. LaPlante Hall science building at Warren High School with Hendrix Painting, Inc., Long Beach, in the final amount of \$7,850.00, to be charged to Deferred Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 78. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-306 for concrete walkway repairs at Imperial Elementary School with 3D Concrete, Downey, in the final amount of \$9,960.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.

- 79. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-307 to install water bottle filing stations Districtwide with Pro-Craft Constructions, Inc., Redlands, in the final amount of \$21,426.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 80. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-308 to provide remediation services in portable classrooms 6 through 10 at Downey High School with Quality Environmental, Inc., Santa Fe Springs, in the final amount of \$16,200.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 81. ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-325 to install a swing gate at Carpenter Elementary School with McCullah Fence Co., Bell Gardens, in the final amount of \$845.00, to be charged to Restricted Maintenance Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- 82. ACCEPT as complete Agreement for Independent Consultant/Professional Services to provide topographic ground survey services at Stauffer Middle School with Joseph C. Truxaw and Associates, Inc., Orange, in the final amount of \$7,900.00, to be charged to Measure O Bond Funds; and AUTHORIZE the filing of the Notice of Completion with the County Recorder with the 5% retention payment released no sooner than 35 consecutive calendar days following the recording date.
- RATIFY and/or APPROVE routine Personnel Items until subsequent action is taken by the Board of Education.
- 84. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44258.7(b).
- AUTHORIZE the service of the teacher, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Education Code Section 44263.
- 86. AUTHORIZE the service of the teachers, as submitted, assigned a subject area not listed on their teaching credentials for the 2020-21 school year, pursuant to Title 5 80005(b).
- 87. APPROVE the revised duty statement for the classification of Assistant Director, Technology & Information Systems, as attached, effective April 21, 2021.

III. GENERAL ADMINISTRATIVE SERVICES

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

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

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

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

IV. SPECIAL ADMINISTRATIVE - Instruction

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

Mrs. Sodetani left the meeting at 6:28 p.m., and the vote shall reflect that of six members from this point forward.

- HEAR a Return to School update from Dr. Roger Brossmer and Dr. Wayne Shannon, Assistant Superintendents of Educational Services.
- 3. REVIEW the proposed 2021-22 Course of Study for High Schools.

Mrs. Samperi stepped away from the meeting at 7:37 p.m., and the vote shall reflect that of five members from this point forward.

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

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

V. ITEMS FOR FUTURE AGENDA

VI. NEXT MEETING

The meeting was recessed at 7:39 p.m. and reconvened at 7:47 p.m.

Mrs. Samperi returned to the meeting at 7:47 p.m., and the vote shall reflect that of six members from this point forward.

VII. CLOSED SESSION

The Board of Education retired into Closed Session at 7:47 p.m. to discuss Potential Litigation, Public Employment - Certificated Administration/Classified Management, Discipline/ Dismissal/Release, Negotiations, Threat to Public Services or Facilities (Government Code Section 54957) and Conference with Real Property Negotiators - Possible Joint Use Agreement with the YMCA at Sussman Middle School, and reconvened into Open Session at 9:23 p.m.

During its recently concluded Closed Session, the Board of Education voted unanimously to approve the suspension of Employee Number JG9058617.

VIII. ADJOURNMENT

The Regular Meeting of the Board of Education was adjourned at 9:25 p.m. in memory of Billie Marie Busse, Rosalie Jacobson, Meredith Perkins and Clara Tiscareno.

DOWNEY UNIFIED SCHOOL DISTRICT

Board of Education



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

Supporting Documents



scan0719

Downey Unified School District

Office of the Superintendent

DATE:

May 11, 2021

TO:

Board of Education

FROM:

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

SUBJECT: GIFT DONATIONS

ACTION ITEM

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

- 1. Sponsorship donation of \$650.00 for the Healthy Downey 5K for TLC from Premier Fitness and Performance, to be used in support of the TLC Family Resource Center;
- 2. Sponsorship donation of \$5,000.00 for the Healthy Downey 5K for TLC from Financial Partners Credit Union, to be used in support of the TLC Family Resource Center:
- 3. Donation of \$30.00 from Norman and Kellie Bernd, to be used in support of the TLC Family Resource Center.

SUPERINTENDENT'S RECOMMENDATION:

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



II. 2. 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.

Supporting Documents



scan0720

Downey Unified School District Office of the Superintendent

DATE:

TO:

May 11, 2021 Board of Education

FROM:

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

SUBJECT:

CONFERENCE REQUESTS

ACTION ITEM The following Conference Requests have been received:

First	Last	Position	Dates	Conference Title	Location
Lori	Acosta	College & Career Tech	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021	e and a consist received the controllings	Viituai
Luz	Baltazar	Counselor	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021	and the second s	VIIILUUI
David	Calderon Rodriguez	College & Career Tech	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Sarah Charlotte	Evensen, Ph.D.	TOSA	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Jeff	Giles	Assistant Principal	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Karlin	LaPorta	TOSA	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Joanne	Loyarte	Counselor	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Julie	Main	Assistant Principal	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
100			1/21,3/18, 5/17 & 6/17/2021	-	
Pam	Morse	Counselor	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
Adrian	Perez	College & Career Tech	9/10/2020, 11/5/2021,	CARPE College Access Network Convenings	Virtual
			1/21,3/18, 5/17 & 6/17/2021		
_	722 327	2.22			
Susan	Karli	SLPA	2/24/2021	66th Annual Speech/Language Study Conference	Virtual
Mary	Walsh	SLPA	2/24/2021	66th Annual Speech/Language Study Conference	Virtual
Julie	Zuniga	SLP	2/24/2021	66th Annual Speech/Language Study Conference	Virtual
	-				
Kara	Otero	SLP	2/24/2021	CSHA Convergence 2021	Virtual
0	Dile				
Quinton	Riles	Operations Supervisor	3/3/2021, 3/3 & 3/4/21	Virtual West Coast Rodent Academy	Virtual
Colonto	Vinomontos	CLD	0/04/0004		
Celeste	Viramontes	SLP	3/24/2021	Facilitating Rapid Change for Children	Virtual
Claire	Stopher	Audialogist	7/10/2021 12 7/15/2021	Education I A. P. I. A. C. I.	
Cialle	Stopher	Audiologist	7/12/2021 to 7/15/2021	Educational Audiology Association	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. 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.

Supporting Documents



scan0721

DOWNEY UNIFIED SCHOOL DISTRICT 2020-21 PURCHASE ORDER LISTING FOR APRIL 6, 2021 - APRIL 28, 2021

	PREFIX	FROM	ТО
FUND 01.0 GENERAL \$1,757,475.94	PO1 PO2W PO3W	210000000028 21000000167 210000001232	210000000314 210000001559 210000002496
FUND 01.1 SELPA ADMIN UNIT	PO2W	210000001515	210000001515
\$80,647.88	PO3W	210000002365	210000002382
FUND 01.2 SELPA SCHOOL	PO2W	210000001513	210000001513
\$5,955.40	PO3W	210000002344	210000002430
FUND 11.0 ADULT	PO2W	210000001384	210000001523
\$138,729.03	PO3W	210000002188	210000002481
FUND 13.0 CAFETERIA \$9,808.52	PO2W PO3W	210000001458 210000001405	210000001552 210000002420
FUND 14.0 DEFERRED MAINTENANCE \$23,847.19	PO2W	210000001434	210000001435
FUND 21.0	PO1	200000000358	200000000358
BOND MEASURE O	PO2W	210000001117	210000001531
\$1,965,762.98	PO3W	210000002201	210000002398



II. 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.

Supporting Documents



scan0722

DOWNEY UNIFIED SCHOOL DISTRICT Business Services

DATE:

May 11, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Michael Martinez, Senior Director, Budget and Finance

SUBJECT:

PAYROLL ORDERS

ACTION ITEM

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

	Hourly	Overtime	Civic Center & Recreation	Adult School	Food Services	Building Fund
Reg. #112-N	664.14					
Reg. #H1S-N	177,977.18	6,607.11	19,135.48	2,538.16	97,763.09	
Reg. #H1S-C	4,704.30	160.88				
Reg. # 099-N	1,038.57					
Reg. #H1R-N	181,887.63	8,582.43	3,780.00	3,265.74	114,722.22	
Reg. #H1R-C	1,950.00	29.25				
Reg. #E4R-N		65,840.90	1,731.81	75.53	115.11	

TOTAL

\$692,569.53



II. 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.

Supporting Documents



scan0723

DOWNEY UNIFIED SCHOOL DISTRICT **Business Services**

DATE:

May 11, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Michael Martinez, Senior Director, Budget and Finance

SUBJECT: B WARRANTS

ACTION ITEM

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.

General Fund (01.0)	Total	\$3,442,915.86
SELPA Administrative Unit Fund (01.1)	Total	21,360.37
SELPA Programs Fund (01.2)	Total	55,270.56
SELPA Pass Through Fund (10.0)	Total	910,427.61
Adult Education Fund (11.0)	Total	220,936.25
Cafeteria Fund (13.0)	Total	682,474.48
Deferred Maintenance Fund (14.0)	Total	306,281.62
Building Fund (21.0)	Total	7,397,736.53
Capital Facilities Fund (25.0)	Total	63,662.86
Special Reserve for Technology Fund (40.2)	Total	5,533.75
Workers' Comp. Self-Insurance Fund (67.1)	Total	33,620.43
Health Care Self-Insurance Fund (67.2)	Total	1,453,091.89
Dental Care Self-Insurance Fund (67.3)	Total	221,009.92
Vision Care Self-Insurance Fund (67.4)	Total	28,844.18
Retirement Medical Self-Insurance Fund (67.5)	Total	15,113.04
Payroll Clearance Fund (76.0)	Total	1,090,716.99



II. 9. APPROVE listed school personnel from Downey and Warren High Schools as CIF league representatives for the 2021-22 school year.

Supporting Documents



scan0724

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021. School District/Governing Board at its May 11, 2021 meeting, Downey Unified (Name of school district/governing board) appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative: PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES NAME OF SCHOOL Downey High School NAME OF REPRESENTATIVE Tom Houts POSITION Principal ADDRESS 11040 Brookshire Ave. CITY Downey ZIP 90241 PHONE 562-869-7301 E-MAIL thouts@dusd.net FAX 562-469-7340 NAME OF SCHOOL Downey High School NAME OF REPRESENTATIVE Mark Rand POSITION Athletic Director ADDRESS 11040 Brookshire Ave. CITY Downey ZIP 90241 PHONE 562-869-7301 FAX 562-469-7340 E-MAIL mrand@dusd.net ****************** NAME OF SCHOOL Warren High School POSITION Principal NAME OF REPRESENTATIVE Carl White ADDRESS 8141 DePalma St. CITY Downey ZIP 90241 PHONE 562-869-7306 E-MAIL cwhite@dusd.net FAX 562-469-7360 NAME OF SCHOOL Warren High School POSITION Athletic Director NAME OF REPRESENTATIVE Samantha Miyahara ZIP 90241 ADDRESS 8141 DePalma St. CITY Downey PHONE 562-869-7306 E-MAIL smivahara@dusd.net FAX 562-469-7360 If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. NOTE: League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies. Superintendent's or Principal's Name John A. Garcia, Jr. Signature City Downey Zip 90241 Address 11627 Brookshire Ave. Fax (562) 469-6515 Phone (562) 469-6500

PLEASE RETURN THIS FORM DIRECTLY TO THE <u>CIF SECTION OFFICE</u>.

SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.



II. 10. APPROVE the Williams Lawsuit Settlement Quarterly Report on Uniform Complaints for the first, second, and third quarters of the 2020-21 school year.

Supporting Documents



scan0725



Telephone:

FAX:

E-Mail:

(562) 803-8382

(562) 803-8325

Chauhan_Kirit@lacoe.edu

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: Downey Unified		Date:	4/15/20	021	
Person completing this form: Alyda R	R. Mir	Title:	Assista	nt Superintende	ent
Quarter covered by this report (Check O	ne Below):				
☐ 1st QTR ☐ July 1 to Septer ☐ 2nd QTR ☐ October 1 to De ☐ 3rd QTR ☐ January 1 to Ma ☐ 4th QTR ☐ April 1 to June	ecember 31 arch 31	Due 1 Due 1	6-Oct 5- Jan 6-Apr 6-Jul	2020 2021 2021 2021	
Date for information to be reported publ	icly at governing board m	neeting:	May 1	11, 2021	
Please check the box that applies:					
indicated above. Complaints were filed w	d with any school in the over with schools in the district hart summarizes the natur	during	the quar	ter indicated	
	Number of Complaints Received in Quarter	Nui	mber of C	omplaints ved	Number of Complaints Unresolved
Instructional Materials	0				
Facilities	0				
Teacher Vacancy and Misassignment	1				944
TOTAL	1				
Print Name of District Superintendent Signature of District Superintendent Return the Quarterly Summary to:	John A. Garcia, Jr., P		Date	4/16/2021	_



Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

District Name: Downey Unified	-	Date:	4/15/2021	
Person completing this form: Alyda R	. Mir	Title:	Assistant Superinte	endent
Quarter covered by this report (Check O	ne Below):			
☐ 1st QTR ☐ 2nd QTR ☐ 3rd QTR ☐ 4th QTR ☐ 4th QTR ☐ July 1 to Septem October 1 to De January 1 to Ma April 1 to June 2	cember 31 urch 31	Due Due Due Due	16-Oct 2020 15- Jan 2021 16-Apr 2021 16-Jul 2021	
Date for information to be reported publ	icly at governing board	meeting	g: May 11, 2021	
Please check the box that applies:				
No complaints were file indicated above. Complaints were filed wabove. The following complaints.	vith schools in the distric	et durin	g the quarter indicate	ed
	Number of Complaints Received in Quarter	N	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0			
Facilities	0			
Teacher Vacancy and Misassignment	1			
TOTAL	1			
Print Name of District Superintendent	John A. Garcia, Jr., I	Ph.D.		
Signature of District Superintendent			Date 4/16/202	21
Return the Quarterly Summary to: Williams Legislation Implementation Pr Los Angeles County Office of Education c/o Kirit Chauhan, Williams Settlement 9300 Imperial Highway, ASM/Williams Downey, CA 90242	n Legislation			
Telephone: (562) 803-8382 FAX: (562) 803-8325				

Chauhan_Kirit@lacoe.edu

E-Mail:

Rev. 07-19-20



Telephone:

FAX:

E-Mail:

(562) 803-8382

(562) 803-8325

Chauhan_Kirit@lacoe.edu

Williams Lawsuit Settlement Quarterly Report on Uniform Complaints 2020-2021

	ney Unified		Date:	4/15/2	021	_
Person completing this	on completing this form: Alyda R. Mir		Title:	Assista	nt Superintende	<u>nt</u>
Quarter covered by thi	s report (Check Or	ne Below):				
☐ 1st QTR ☐ 2nd QTR ☑ 3rd QTR ☐ 4th QTR	July 1 to Septem October 1 to Dec January 1 to Man April 1 to June 3	cember 31 rch 31	Due Due	16-Oct 15- Jan 16-Apr 16-Jul	2020 2021 2021 2021	
Date for information to	be reported publi	cly at governing board m	eeting:	May	11, 2021	_
Please check the box the	hat applies:					
	mplaints were filed ted above.	d with any school in the d	listrict	during tl	ne quarter	
	. The following ch	ith schools in the district part summarizes the natur				
		Number of Complaints Received in Quarter	Nu	mber of C	Complaints ved	Number of Complaints Unresolved
Instructional Material	Is		Nu			
Instructional Material Facilities	ls	Received in Quarter	Nu			
		Received in Quarter	Nu			
Facilities		Received in Quarter 0 0	Nu			
Facilities Teacher Vacancy and	Misassignment TOTAL	Received in Quarter 0 0 1				
Facilities	Misassignment TOTAL	Received in Quarter 0 0 1				
Facilities Teacher Vacancy and	Misassignment TOTAL Superintendent	Received in Quarter 0 0 1				

Rev. 07-19-20



II. 11. 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.

Supporting Documents



scan0726

ED TECH JPA PURCHASE AGREEMENT: RFP No. 19/20-02 Assessment Platform

This Purchase Agreement (this "PA"), is made as of the date of the last signature below (the "Effective Date"), by and between the **Downey Unified School District** ("PARTICIPANT" or "Customer") and Instructure, Inc. and its Affiliates ("VENDOR" or "Instructure").

BACKGROUND

- A. Education Technology JPA ("ED TECH JPA") is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. ED TECH JPA aggregates purchasing power and expertise for its Associate Members across California.
- B. ED TECH JPA establishes its contracts for products and services through the following process:
- 1. On September 4, 2019 ED TECH JPA issued a Request for Proposal for Assessment Platform (the "RFP") on behalf of ED TECH JPA members. ED TECH JPA invited qualified vendors to submit pricing products and services in response to the RFP.
 - 2. ED TECH JPA published the RFP on its Website and in a local periodical.
- 3. ED TECH JPA received one or more responses to the RFP. ED TECH JPA evaluated all responses which complied with the terms of the RFP, using the following criteria: Functionality and Usability, Vendor Support and Ability to Perform, Price, and Technology Requirements.
- 4. ED TECH JPA selected VENDOR for an award under the RFP for the proprietary Mastery Connect Platforms provided by VENDOR and made available through a URL in a hosted environment, together with any related products and services available from VENDOR (referred to as the "Products" or "Services", as applicable) and thereafter entered into a Master Agreement (MA) to establish the terms by which Associate Members of the Ed Tech JPA may purchase products from Vendor.
- C. A California public entity using the Ed Tech JPA RFP to buy Products is a "Participant" or "Participating Associate Member".
- D. PARTICIPANT has completed its own due diligence regarding the suitability of VENDOR and Products for Participant's needs.
- E. The parties are entering this PA to establish the terms and conditions of the purchase by Associate Member pursuant to that Master Agreement.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. PARTICIPATION IN MASTER AGREEMENT

The terms of this PA include all attached exhibits, including the applicable Order Form (collectively, the "Agreement), which constitute the entire contractual documents governing Vendor's relationship with Participant and any additions to Products listed on this PA shall be promptly executed through an amendment to this PA and the MA, signed by VENDOR and PARTICIPANT.

VENDOR agrees as follows:

Vendor acknowledges that each PARTICIPANT is responsible for (a) completing their own due diligence regarding the suitability of VENDOR, (b) prior to executing a Purchase Agreement, Associate Members will work with a VENDOR representative to establish an Implementation Plan with the Participating Associate Member, as further described in Attachment B and (c) an Associate Member is not bound to a purchase until it has obtained approval from its Board and executed this Purchase Agreement and the accompanying Order Form, with the VENDOR for the applicable Product. VENDOR further acknowledges and agrees (d) by entering into one or more Purchase Agreements with PARTICIPANT, VENDOR is has agreed to the delivery terms for Products as established in the Implementation Plan and VENDOR will faithfully carry out timely implementation of the Products with PARTICIPANT. The parties' Implementation Plan are attached hereto as Attachment B and the applicable Order Form shall be substantially in the form of the template attached hereto as Attachment A.

PARTICIPANT agrees as follows:

PARTICIPANT acknowledges and agrees that (a) it has performed its own due diligence in selecting the VENDOR's Product and its suitability to Participant's needs, including using price as a significant factor, (b) VENDOR has provided a suitable Implementation Plan to Participant outlining all necessary dates and Participant needs, and (c) it will pay the costs as quoted by VENDOR in the RFP and the MA.

2. COMPLIANCE WITH APPLICABLE LAW

VENDOR agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to VENDOR, VENDOR's business, the Services or Products, equipment and personnel engaged in Products covered by this PA or accruing out of the performance of such Products. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; or (ii) is listed on any U.S. government list of prohibited or restricted parties. Instructure will implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.

3. DATA PRIVACY

VENDOR agrees that all products and services are fully compliant with all applicable requirements including all state and federal laws. VENDOR has executed the California Student Data Privacy Agreement (CSDPA), attached as Attachment D.

4. PERMITS/LICENSES

VENDOR and all VENDOR's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Products pursuant to this PA.

5. INSURANCE

VENDOR shall insure VENDOR's activities in connection with the Products under this PA and agrees to carry insurance as specified in Attachment E.

6. EQUIPMENT ADDITIONS/DELETIONS

VENDOR may add or delete product introduced or removed from the market under the following conditions:

- A) Deleted Product has been discontinued and is no longer available to the general public;
- B) Added Product is a direct replacement for original products listed in the RFP, VENDOR's Proposal, the Master Agreement and/or any Purchase Agreements;
- C) VENDOR has obtained prior written Board approval from Ed Tech JPA;
- D) VENDOR receives an executed Amendment to the Master Agreement;
- E) VENDOR has obtained prior written Board approval from Participating Associate Members; and
- F) VENDOR receives an executed Amendment to the Purchase Agreement.

7. INVOICING FOR SERVICES

The RFP Number and Participant's Name shall appear on Vendor's Order Form, each purchase order and invoices for all purchases placed under this Purchase Agreement. ED TECH JPA does not guarantee timely payment. The Purchase Agreement is between VENDOR and Participant. As consideration for the subscription to the Service, Customer shall pay all fees and the applicable Administrative Fee imposed by the Ed Tech JPA ("Fees") set forth in the Order Form. The applicable Administrative Fee shall be the one in effect at the time of invoicing. All Fees are billed in advance on an annual basis and are due and payable from Customer within thirty (30) days after receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement, provided that Instructure shall be responsible for taxes in its net income derived from this Agreement. Instructure reserves the right (in addition to any other rights or remedies Instructure may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any fees are overdue until such

amounts are paid in full. Except as expressly set forth in this Agreement, all Fees are non-refundable.

8. CONTRACT MANAGEMENT

A. The primary VENDOR contract manager for this Purchase Agreement shall be as

Name: Instructure, Inc. Attn: James Seaman

Address: 6330 South 3000 East, #700, Salt Lake City UT 84121

Email: JSeaman@instructure.com

Phone: 504-296-8963

A. The primary Participant contract manager for this Purchase Agreement shall be as

follows:

Name: Downey Unified School District

Attn: Christina Aragon, Associate Supt. Business Services

Address: 11627 Brookshire Ave, Downey CA 90241

Email: caragon@dusd.net

Phone: (562) 469-6520

B. The primary Ed Tech JPA contract manager for this Purchase Agreement shall be as follows:

Education Technology JPA Attn: Michelle Bennett 5050 Barranca Parkway Irvine, CA 92604 MichelleBennett@iusd.org

MichelleBennett@iusd.org 949-936-5022

C. Should the contract administrator information change, the changing party will provide written notice to the affected parties with the updated information no later than ten (10) business days after the change.

9. INDEMNIFICATION

9.1 VENDOR will defend, indemnify and hold harmless PARTICIPANT and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim: (i) alleging that the Services infringes or misappropriates the proprietary or intellectual property rights of such third party, except to the extent that such infringement results from (A) PARTICIPANT's misuse of the Services, (B) modifications to or combinations of the Services in combination with any other products, services, or technology provided by a third party, or (C)

PARTICIPANT continuing the allegedly infringing activity after VENDOR has provided PARTICIPANT with modifications that would have avoided the alleged infringement; or (D) the Customer Content. If the product becomes or, in VENDOR's opinion, is reasonably likely to become the subject of any injunction preventing use as contemplated herein for the reasons stated in this Section 9, VENDOR, or its designee, may, at its option, (i) procure for PARTICIPANT the right to continue using the product, (ii) replace or modify the product so that it becomes non-infringing without substantially compromising its functionality, or, if (i) and (ii) are not reasonably available to VENDOR, then (iii) terminate this Agreement as to the infringing product, require the return of the allegedly infringing product and/or refund to PARTICIPANT the prepaid and unused portion of the License Fees.

9.2 BY PARTICIPANT. To the extent permitted under applicable law, PARTICIPANT agrees to defend, indemnify and hold harmless VENDOR and its directors, officers, employees, and agents from and against all damages, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any third party claim alleging (i) any breach of any of the representations, warranties or covenants contained herein by PARTICIPANT (ii) an allegation that the Customer Content or content from any User infringes or misappropriates the intellectual property rights of that third party; or (iii) use of the Service by Customer (or any User) in violation of this Agreement.

10. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this PA, each party will be responsible for its own attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this PA is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this PA will be affected by such holding, and all of the remaining provisions of this PA will continue in full force and effect.

12. ASSIGNMENT.

13. The obligations of either party pursuant to this PA shall not be assigned by the other party without prior written consent of non-assigning party,

In the event that either party defaults in its obligations under this Purchase Agreement, and if such default is not cured within 30 days after notice of the default from the non-breaching party, then the non-breaching party may pursue any available remedies against the other party, including but not limited to termination of this Purchase Agreement.

14. GOVERNING LAW AND VENUE

THIS PA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

15. NOTICES

All notices under this PA must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this PA, or at such other addresses as either party may subsequently designate by notice. With respect to Vendor, all legal notices shall be sent to Instructure, Inc., Attn: Legal Department, 6330 South 3000 East, Salt Lake City, UT 84121. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to the current email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt.

16. COUNTERPARTS

This PA may be signed and delivered in two (2) counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the PA, and the PA shall not be binding on any party until all Parties have signed it.

17. AUTHORIZED SIGNATURE

The individual signing this PA warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the PA and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

18. TERM & TERMINATION

The initial term of this PA is reflect in the attached Order Form for the purchase of the Product(s) (the "Term"), substantially in the form attached hereto as Attachment A. Any renewal term shall be reflected with the addition of one or more additional Order Forms that shall each be governed by the terms of this PA. The parties understand that PARTICIPANTS ordering Products pursuant to the Master Agreement may extend for multiple years after the Term of the Master Agreement. The expiration or termination of the Master Agreement shall not affect VENDOR's obligation to deliver Products as ordered by PARTICIPANTS pursuant to this PA. Either party may terminate this Agreement for the material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Purchase Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function, for a period of three (3) months following expiration or termination, Customer may export the Customer Content by using the export feature within the Service. Subject to such three (3) month period and VENDOR's legal obligations, VENDOR has no obligation to maintain or provide any Customer Content after the termination or expiration of this Agreement.

Termination of Contract Due to Appropriation. Performance by Customer under this order may be dependent upon appropriation and allotment of funds by the state legislature and/or allocation of funds by local government (together known as "Appropriation Body"). Customer warrants that this appropriation and allotment of funds is beyond the control of Customer. If the Appropriation Body fails to appropriate or allot the necessary funds, then Customer will issue written notice to Vendor within 30 days of its intent to terminate this order. No refunds shall be made for any prepaid fees.

19. SURVIVAL

The parties' respective obligations under the following sections of this PA shall survive any termination of this PA: Sections 7, 9-11, 13-15, 18, 26-29, 31, and any other section that by its nature survives termination or expiration, covering Fees, limitation of liability, confidentiality, propriety rights, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

20. EXHIBITS

This PA includes all documents referenced herein, whether attached hereto or otherwise incorporated by reference.

- 21. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE. This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in Vendor's Proposal or the RFP, an invoice, or in any other documentation, will be incorporated into or form any part of this Agreement, and all such terms or conditions will be void. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) The Text of this Agreement (unless expressly superseded by an addendum executed by both parties); (2) any exhibit, schedule, or addendum to this Agreement in the following order:
 - 1. Attachment A (Order Form)
 - 2. Attachment 1 (Terms and Conditions)
 - 3. Attachment B (Implementation Plan)
 - 4. Attachment C (Features and Functions Baseline doc)

- 5. Attachment D (CSDPA)
- 6. AUP (as referenced in Section 23 below)
- 7. Attachment E (Insurance Doc)
- 8. Attachment F (Contractual Documents from RFP)
- 22. Participant Restrictions. Participant shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Vendor's policies or proprietary markings displayed within the Service; or (e) use the Service or any of Vendor's data, systems, networks, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior, including, without limitation and merely for illustrative purpose, using in excess of any defined limits or parameters, accessing or using Vendor data, systems, or networks in an unauthorized manner, attempting to probe, scan, or test the vulnerability of an Vendor system or network, circumventing any Vendor security or authentication measures, monitoring Vendor data or traffic, interfering with any Vendor services, collecting or using from the Service any personal information, such as email addresses, screen names, or other identifiers, collecting or using from the Service information without the consent of the owner or licensor, using any false, misleading, or deceptive information, using the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Vendor or its data, systems, or networks. Use and access to the Application Program Interface ("API") will be subject to the Vendor API Policy available at https://www.instructure .com/policies/api-policy.
- 23. Participant Responsibilities. Participant shall have sole responsibility for Participant Content (defined below) and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided by Vendor within the Service and available at (the "AUP"), and Participant agrees to reasonably assist Vendor in connection with a User's adherence to the AUP. As between Customer and Participant, the terms of this Purchase Agreement shall supersede any conflicting terms in the AUP. Participant further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set and identified by Vendor; (b) obtain from Users any consents necessary under this Agreement or to allow Vendor to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Vendor promptly of any such unauthorized access or use of which it learns; and (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service.
- 24. Vendor Responsibilities. Vendor shall: (a) deploy all updates and upgrades to the Service to Participant that Vendor provides to its customers generally for no additional charge;

and (b) provide support ("Support") pursuant to the terms described on the Order Form.

- 25. Representations and Warranties. Vendor warrants that; (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term; and (b) the Service will materially conform to its then-current documentation. As Participant's sole and exclusive remedy for Vendor's breach of the warranties set forth in this Section 25: (i) Vendor shall correct the non-conforming Service at no additional charge to Participant; or (ii) in the event Vendor is unable to correct such deficiencies after good-faith efforts, Vendor shall refund Participant amounts paid that are attributable to the defective Service from the date Vendor received such notice. To receive warranty remedies, Participant must promptly report deficiencies in writing to Vendor, but no later than thirty (30) days after the deficiency is identified by Participant. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 25 AND TO THE MAXIMUM EXTENT OF THE LAW, VENDOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, WITHOUT INCLUDING, LIMITATION, THE **IMPLIED** WARRANTIES MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, VENDOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, OR ERROR-FREE, NOR DOES VENDOR WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY VENDOR IN THIS SECTION 25.
- Limitation of Liability. EXCEPT FOR CLAIMS ARISING FROM A DATA 26. SECURITY BREACH, EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 9 EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY PARTICIPANT UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. PARTICIPANT ACKNOWLEDGES THAT VENDOR IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES OR CONTENT MADE AVAILABLE THROUGH THE

SERVICE.

- 27. THIRD PARTY SERVICES. THIRD PARTY SOFTWARE, SERVICES OR CONTENT ACCESSED AND INTEGRATED WITH THE SERVICE. CUSTOMER ACKNOWLEDGES THAT INSTRUCTURE DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THIRD-PARTY SOFTWARE SERVICES OR CONTENT MADE AVAILABLE THROUGH THE SERVICE AND CUSTOMER'S USE OF THIRD-PARTY SERVICES IS GOVERNED SOLELY BY THE APPLICABLE TERMS AND CONDITIONS.
- 28. Confidentiality. Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, the Receiving Party (defined below) shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates (defined below) who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "Confidential Information" means any and all non-public, confidential and proprietary information, data, or know-how disclosed by either party or its Affiliates (in such capacity the "Disclosing Party") to the other party (in such capacity, the "Receiving Party"), whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. Confidential Information shall include all information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information. For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Vendor. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without use of or access to any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that

confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Vendor will also comply with all court orders or subpoenas involving requests for such information. "Affiliate" with respect to a party means any entity that directly, or indirectly through one or more intermediaries controls, is controlled by or is under common control with such party.

- Property is, and shall at all times remain, the sole and exclusive property of Vendor. Participant shall have no right to use, copy, distribute, or create derivative works of the Vendor Intellectual Property except as expressly provided herein. Vendor shall have the right, in its sole discretion, to modify the Vendor Intellectual Property. "Vendor Intellectual Property" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Vendor and/or its licensors that are delivered, provided, or used by Vendor in the course of providing the Service; and (d) all other intellectual property owned by Vendor and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as and any underlying source code and object code related thereto.
- 30. Suspension of Service. Vendor may suspend a User's access to the Service for a violation of Section 23 of this Agreement, any applicable law, or third-party rights and may suspend the offending User's access to the Service to the extent and for the duration necessary to address any such violation. Vendor will use commercially reasonable efforts to provide notice to Participant in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Vendor. Participant agrees that Vendor will not be liable to Participant or a User if Vendor exercises its suspension rights as permitted by this Section 30.
- 31. General. Each party acknowledges that any breach, threatened or actual, of this Agreement, including, without limitation, with respect to unauthorized use of proprietary assets, will cause irreparable injury to the other party, such injury would not be quantifiable in monetary damages, and the other party would not have an adequate remedy at law. Each party therefore agrees that the other party shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of this Agreement. Each party waives any requirement that the other party post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to enforce any provision of this Agreement. If V endor is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental

bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. Vendor is performing this Agreement as an independent contractor to Participant. Participant agrees to allow Vendor to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Participant's trademark guidelines and policies.

IN WITNESS WHEREOF, the parties have executed this Purchase Agreement as of the Effective Date.

	Instructure, Inc.	
By: Christina Aragon Its: Assoc. Supt. Bus. Svcs.	By: Its:	
04/26/2021 Date	Date	

20-41/4406025.1

Attachment 1 Terms and Conditions

- Rules and Implementation Process. Vendors will be required to provide purchasers with
 the software Services on the Start Date or as soon as possible thereafter. Participants will
 work directly with Vendor to receive the software Services.
 - (a) **Project Timeline.** Vendor shall deliver the software Services to Participating Associate Member according to the implementation plan identified by the parties pursuant to Attachment B above.
 - (b) Site Access and Work Hours. If Vendor requires access to any school site, access to each site will be coordinated through the Participating Associate Member project representative a minimum of five (5) work days in advance. The parties will coordinate to reach a mutually agreed upon site access plan prior to the Vendor arriving onsite.
 - (c) Rules. The following rules and regulations must be followed by every Vendor/Contractor/Provider doing business with Participating Associate Members during the entire period for which they are on site at Participating Associate Members premise. Failure to comply may result in the removal of Vendor and/or members of Vendor's crew from the job:
 - Participating Associate Member is a tobacco free school district. The use of tobacco or tobacco products is prohibited on any part of the Participating Associate Member grounds.
 - Vendor agrees to abide by all applicable City laws, including those relating to hours and noise of construction work. If Vendors want to work other than hours approved by the city, Vendor must get a waiver from the City.
 - Anyone not directly involved in the scope of work shall not be on the job site, or Participating Associate Member property. Vendor assumes full responsibility for all parties on the site who are there as a result of their direct involvement with the Vendor.
 - No music, i.e. radios, cassettes, CD's, iPods, headphones, or other electronic or acoustic device, etc.
 - 5) No pets are allowed on Participating Associate Member property.
 - 6) Fraternization or other contact with students is strictly forbidden.
 - Any Vendor working on a site where students are present when Participating Associate Member has determined that the contractor's employees or employees of subcontractor will have more than limited contact with Participating Associate Member pupils shall warrant that each such employees have undergone appropriate background checks in accordance with applicable state law and Participating Associate Member Board policy. Vendor must agree to abide by all Participating Association Member reasonable policies to enforce the safety of students.

8) Upon written request, Vendor shall supply prior to the start of work Certificate of Insurance coverages, as outlined in the Insurance Requirement Acknowledgement (Attachment E).

9) Vendor is required to collect, haul and dispose of all debris, trash and spoilage associated to this project. Vendor shall keep all items secured and maintained in a

safe manner until properly disposed of.

10) Care must be taken to minimize damage to the surrounding work environment. All areas affected by the project are to be restored to a pristine condition. This includes reasonable replacement of any damaged property or equipment, painting, woodwork, wood staining, trim, cabinetry, carpentry, masonry and all other areas as a direct result of Vendor's employees.

11) Participating Associate Member has a Zero Tolerance Policy that will be enforced towards Negative or Questionable Conduct or behavior.

- 12) Professional and Neat Appearance of workforce shall be maintained at all times. No offensive, suggestive, or inappropriate attire will be permitted.
- Use of foul, slanderous, offensive, discourteous or disrespectful language WILL NOT be tolerated.
- "Cruising" or "Loitering" on Participating Associate Member property or job site is not permitted at any time. Employees or associates of the Vendor when not engaged in official activities as directed by their employer shall leave Participating Associate Members' property.1.
- 15) Vendor or its employees or associates are not allowed to be in any area of the Participating Associate Members' property that has not been specifically authorized by Participating Associate Member or its designee without an official and designated escort.
- 16) Vendor will reposition all furniture and equipment that it moves as required to provide its Services. Vendor will make liaison with the appropriate designated representative on relocation of any equipment. Note: reasonable care is to be taken in all cases where dealing with Participating Associate Member equipment. Any damage is at the Vendor's expense.
- 17) Vendor shall maintain the project area in the reasonable state of safety and cleanliness. During the work shift the areas will be kept orderly and not allowed to become cluttered or in a state where safety is compromised. At the end of each shift Vendor shall ensure that all project equipment, material and debris is properly stowed and secured, or picked up and disposed of as appropriate.

Vendor, when required by law and at the request of Participating Associate Member, shall pay prevailing wages.

Each Associate Member of Ed Tech JPA may have additional Rules during Vendor's presence on Associate Member's premises, which will be provided to Vendor upon request. Vendor agrees to adhere to the Rules for each Associate Member while it is on the applicable member's premises that contracts with it.

2. PUBLIC RECORDS ACT. Vendor acknowledges that Associate Member may be subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). Associate Member's use and disclosure of its records are governed by this Act. Associate Member will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the Act.

- VENDOR's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements. VENDOR agrees that all employees or agents who may be on Participating Associate Member's premises shall be required to comply with the provisions of Education Code 45125.1 and 45125.2 and Participating Associate Member applicable policies intended to ensure that no contractor employees or employees of subcontractors who may come in contact with Participating Associate Member pupils in the performance of their duties have been convicted of a violent or serious felony as defined in the California Penal Code Section 677.5(c) and 1192.7(c).
- 4. COVENANT AGAINST GRATUITIES. VENDOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of ED TECH JPA with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

ED TECH JPA shall have the right to terminate this Agreement in the event of material and uncured breach in accordance with the termination provisions in this agreement. The rights and remedies of it's the Participating Associate Member provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the this Purchase Agreement.

- 5. INCORPORATION OF REQUIRED FORMS. The following elements of Vendor's RFP Proposal are attached hereto and hereby incorporated by this reference:
 - 1. Noncollusion Declaration
 - 2. Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
 - 3. Certification on Restrictions on Lobbying
 - 4. Worker's Compensation Certificate
 - 5. Drug-Free workplace
 - 6. Tobacco Use Policy
 - 7. Criminal Records Check Certification by Vendor

The above documents are intended to supplement the terms of this MA and in the event of a conflict between this MA and the forms identified above, the MA shall prevail.

- 6. Service. Subject to the terms of this Agreement, Vendor will provide the Service described in the Order Form. All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Vendor. "Service" means the proprietary software as a service offering(s) provided by Vendor and made available through a URL in a hosted environment, together with any other related products and services to be provided by Vendor as described in the Order Form. "User" means an individual who is authorized by the Participant to use the Service and Participant has paid for such use.
- 7. Service Standard. Vendor will use commercially reasonable efforts to make the Service available with an annual uptime percentage of at least 99.9% ("Service Commitment"). In the event Vendor does not meet the Service Commitment, Participant will be eligible to receive

a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the applicable Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Participant has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Participant's use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue not originating from Vendor. Any service credit shall be calculated using solely the Fees paid and attributable to the Service. Participant's sole and exclusive remedy for breach of the Service Commitment in this Section 7 will be for Vendor to provide a credit as provided in this Section 7; provided that Participant notifies Vendor in writing of such claim within thirty (30) days of becoming eligible for such claim.

8. Data. As between Vendor and Participant, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("Participant Content") remain the sole property of Participant. Vendor may use the Participant Content solely to provide and improve the Service in accordance with this Agreement or Participant's instructions. As between the parties, Vendor owns the aggregated and statistical data generated or related to the provision, operation, or use of the Service, including measurement and usage statistics, configurations, survey responses, and performance results (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Vendor from utilizing the Aggregated Data, provided that Vendor's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any User or Participant.

Attachment A Order Form



Services Order Form

Order #: Date: Offer Valid Through: Q-179714-1 2021-04-19 2021-06-30

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: Country:

90241-3889 **United States**

Order Information

Billing Frequency:

Annual Upfront

Payment Terms:

Net 30

Billing Contact

Primary Contact

Name:

Chris Nezzer

Name:

Roger Brossmer

Email:

cnezzer@dusd.net

Email:

rbrossmer@dusd.net

Phone:

(562) 469-6888

Phone:

+1 562-469-6541

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Description	Start Date	End Date	Metric	Qty	Price	Amount
MasteryConnect Subscription	2021-07-01	2022-06-30	User	13,106	USD 3.40	USD 44,560.40
flasteryConnect Online PD Subscription	2021-07-01	2022-06-30	Per Each	1	USD 0.00	USD 0.00
Certica Formative Assessment Item Bank Student Subscription	2021-07-01	2022-06-30	User	13,106	USD 1.25	USD 16,382.50
Recurring Sub-Total						USD 60,942.90
MasteryConnect Professional Development Virtual Session			Per Each	12	USD 500.00	USD 6,000.00
MasteryConnect Implementation			Per Each	1	USD 2,550.00	USD 2,550.00
Non-Recurring Sub-Total						USD 8,550.00
Year 1 Total						USD 69,492.90

Deliverable	Description	Expiration
MasteryConnect Online PD Subscription	Unlimited access for faculty and staff users to online training video library.	
MasteryConnect Professional Development Virtual Session	One hour of remote customized MasteryConnect professional development	12 Months
MasteryConnect Implementation	Project Management: Instructure consultants will be assigned to give you targeted, one-on-one guidance to ensure your success when implementing MasteryConnect for use with your existing Canvas instance or another LMS. Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. All project management will be performed remotely. Configuration: Configuration: Configuration of one MasteryConnect instance, including administrators, authentication, rostering, etc. Additional data provisioning support to get your user and/or standard data into MasteryConnect, through one of the following methods: manual creation, CSV import, or SIS Integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development. Authentication integration support for your LDAP and SAML as configured by you (available to Teachers and Admins only). Access to guides and troubleshooting assistance.	12 Months

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 typical user usage patterns ("Typical Use") for access to the Service and do not account for excess usage of the Service. To the extent the Users' usage of the SaaS Service, in the aggregate, exceeds the Typical Usage 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
	Solely with respect to Customer's use of and access to third-party item banks identified on this Order Form, Customer hereby agrees to the terms and conditions located at https://www.instructure.com/policies/item-bank-terms (the "Item Bank Terms"). In the event of any conflict between the Item Bank Terms and the Terms and Conditions that govern this Order Form, the Item Bank Terms shall govern, solely with respect to Customer's use of and access to the applicable item bank.

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.

Terms and Conditions

This Order Form shall be governed by the Master Terms and Conditions which can be found here: https://www.instructure.com/master-terms-conditions

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

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 ORDE	ER INFORMATION	TAX INFORMATION
Is a Purchase Orde on this order form?	er required 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 ente Number:	TBD	
By executing this O	rder Form, each perty agrees to be legally bo	und by this Order Form.
Downey Unified		Instructure, Inc.
Signature:		Signature:
Name:	Christina Aragon	Name:
Title: As	ssociate Superintendent Bus.	Svcs. Title:
Date: 0	4/26/2021	Date:

Attachment B

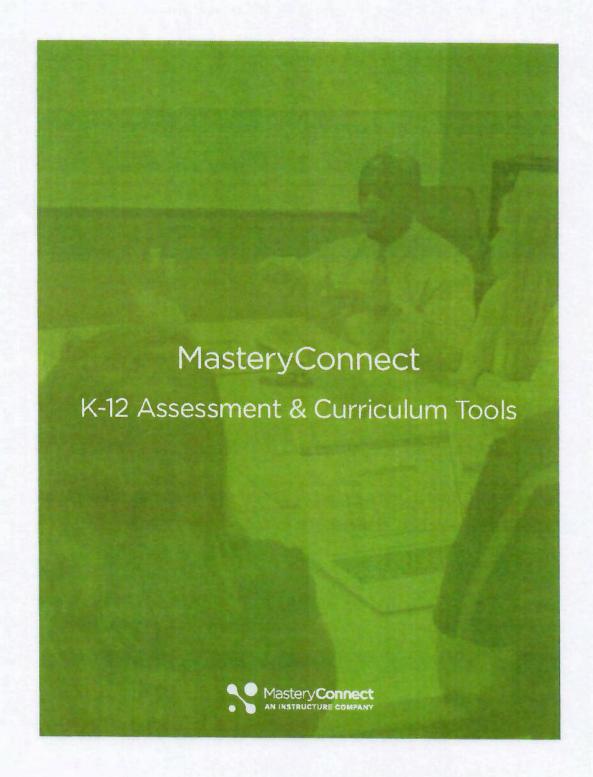
Implementation Plan

Each Ed Tech JPA member district executing a new contract with Instructure will be assigned a dedicated team to ensure long-term success. Implementations are comprised of regularly scheduled and highly-structured activities and engagements to ensure member districts progress toward effectively using our applications to impact teaching and learning. Instructure agrees to follow the Pre-Purchase Implementation Plan described below for new customers within two weeks of receiving notification our products or services have been purchased.

Pre-Purchase Implementation Plan:

- (1) Initial one-hour demonstration and needs assessment designed to align on key learning and institution objectives.
- (2) Order Form to be provided to participant upon Vendor's receipt of estimate user counts.

Attachment C MASTERYCONNECT SOFTWARE BASELINE FEATURES AND FUNCTIONS



Contents

Mastery Tracker			E	•	•	٠	•	à	•					٠	•	•		٠				•		٠	.1
Common Assessmen	nt	Cre	al	tic	n	8	. 5	Sh	aı	rir	ıg	١.										•			2
Resource Pins											•		•												3
Learning Communit	у.			-	-		-																-	-	4
Grading Tools	•	٠.											-							-	·				5
Reports		٠.												-								٠	-	,	6
Integration Ready																									,



Mastery Tracker

Designed with the teacher in mind.

Through MasteryConnect's MasteryTracker, teachers can effectively assess core standards, monitor student performance, and report student mastery to parents and administrators.

Feature	Description
ASSESS WITH ANY CONTENT	Use multiple choice, rubrics, oral assessments, writing assessments or any curriculum or content type.
CURRICULUM MAPS	Mix and match standard sets, create custom standards, and easily drag and drop standards into any sequence.
STATE AND COMMON CORE STANDARDS	Convenient 'View Standards' links helps teachers stay focused on teaching and assessing core standards.
INTEGRATED STANDARDS RESOURCES	Easily view resources and content fied to both state and Common Core standards.
RESPONSE TO INTERVENTION (RTI)	With simple reports and the mastery tracker, identifying students for tiered interventions has never been easier
REAL-TIME MASTERY STATUS	Visualize student performance relative to the core with the traffic light approach of red, yellow, and green mastery status.
MULTI-STANDARD / BENCHMARK ASSESSMENTS	Administer district-created or teacher-created benchmark assessments. Utilize third-party item bank content
STANDARDS-BASED STUDENT REPORTS	Integrated standards-based reports provide real-time Information about mastery to students and parents.
REMEDIATION / RE-TEACHING	With focus on individual standards, teachers can easily identify which students are struggling to understand a concept

1



Common Assessment Creation & Sharing

Common assessment sharing is FREE for all teachers.

Teachers sharing common assessments saves everyone time. Share assessments of any curriculum type such as multiple choice, open-answer, rubrics, writing and oral assessments.

Feature	Description
UPLOAD ANY DOCUMENT TYPE	Assessments can be uploaded in any digital format including Microsoft Word, Adobe PDF, or OpenOffice.
AUTOMATICALLY ADD TO THE MASTERY TRACKER	Instantly add assessments to your mastery tracker for Immediate grading and feedback.
POWERFUL FILTERING & PEER REVIEW	Powerful filtering tools help you get to the best and most used assessments. View assessments that have been peer reviewed by teachers just like you!
FORMATIVE ASSESSMENT ITEM BANK	Easily create custom benchmark / interim assessments and standards-aligned common formative assessments. Mastery Connect offers third party item banks as well as the ability to import item banks that you create.
DISCUSS AND COLLABORATE	Take your PLC online with discussion tools around common assessments, standards, and data
MODIFY AND REMIX ASSESSMENTS	Download and modify teacher-created open educational resources (OER) to make valid for your class. Re-upload and share back with the community.
PRIVACY CONTROLS	Maintain control over the privacy of your assessments and keep private to yourself. Share assessments within just your school/district, or share with the entire MasteryConnect community.
TECHNOLOGY ENHANCED ITEMS	Deliver technology enhanced items (TEI's) on tablets, mobile devices, and through a web browser Prepare students for the new PARCC and SBAC assessments

2



Resource Pins

Pin and discover standards aligned resources.

With familiar pinning tools, easily find resources that have been aligned to both state and Common Core standards.

Upload your own resources to curriculum maps and share plns in student playlists.

Feature	Description
DISCOVER STANDARDS ALIGNED RESOURCES	Quickly filter "pinned" resources by standard. Re-pin to your own pin boards.
PIN FROM ANY WEBSITE	Use the Pin Resource bookmarklet or Chrome extension to pin from any website. Or pin directly from a URL.
UPLOAD IMAGES, DOCS & VIDEOS	Grab an Image or video from any website, or upload a document in Microsoft Office, PDF, or OpenOffice format.
CREATE RESOURCE BOARDS	Pin and re-pin to your own boards. Create a collection of pins based on alignment, class, material-type, or any category you choose.
PLAYLISTS FOR STUDENTS	Flip the classroom! Create playlists for students of pinned resources. CONNECT
RESOURCES TO CURRICULUM MAPS	Align materials and resources in your curriculum maps and share the maps with your team.



Learning Community

Teachers can join the Learning Community for FREE!

MasteryConnect takes the work out of practicing a Professional Learning Community and lets teachers create their own Personal Learning Network.

Feature	Description
PERSONAL LEARNING NETWORK	Create your own personal learning network and follow other teachers.
NEWS FEED	Check your news feed often to stay up to date with the teachers you are following.PRIVATE
MESSAGING	Send direct messages to teachers in the Learning Community and have private conversations.
PERSONAL PROFILE PAGE	Share your bio, school, and other information as well as let people see your news feed activities.



Grading Tools

Time-Saving Assessment Tools give teachers their time back.

MasteryConnect's assessment tools provide multiple ways to give formative and benchmark/interim assessments, and makes grading automatic and fast. Scores appear in real-time right in your MasteryTracker.

Feature	Description
GRADECAM" BUBBLE SHEET SCANNING	Scan plain paper bubble sheets right from your web or document camera and grade instantly!
MASTERYSCAN APP	Scan plain paper bubble sheets using the camera on your IPad with the FREE MasteryScan App
BUBBLESHEET ASSESSMENT APP	Go paperless and give assessments that you create on any tablet or mobile device. Deliver any assessment item type including technology enhanced items
BROWSER ASSESSMENT & SCORING	Give assessments through any web browser on a Mac or PC and instantly score in the Mastery Tracker.
INSTANT DATA & REPORTING	Get Immediate feedback through instant reports such as Item analysis and real-time mastery reports
GRADEBOOK / SIS EXPORT	Automatically export scores to ANY gradebook or Student Information System.

5



Reports

School/District Reporting for teachers, parents, and admins.

Get real-time information right from the classroom about standards that have been taught and assessed. Teachers can easily compare and collaborate around data driven by common assessments.

Feature	Description
COLLABORATE AROUND COMMON ASSESSMENT DATA	Empower your team conversations by providing reports to compare common assessment data.
PARENT COMMUNICATION	Parents can easily view the standards being assessed as well as the student mastery and progress of each standard
MULTI-STANDARD/BENCHMARK REPORTS	Reports for multi-standard & benchmark assessments provide the ability to compare data across standards
STANDARDS REPORTS	Easy-to-read charts and graphs show real-time progress of core standards that have been mastered, and student progress over time.



Integration Ready

Synchronizing roster information, demographics and other key data for reporting.

Data and single-sign-on API's allow you to connect your MasteryConnect data to school and district dashboards or data warehouse systems.n easily compare and collaborate around data driven by common assessments.

Feature	Description
STUDENT INFORMATION SYSTEM INTEGRATION	SIS integration works with most major systems out there and is included in your purchase of MasteryConnect.
SINGLE-SIGN-ON AUTHENTICATION API	MasteryConnect provides authentication tools that allow single-sign-on capability from any tools or systems that you have developed
DATA WAREHOUSE & EXPORT API	With our simple REST API, you can quickly connect to all your assessment data and pull that data into other systems such as a data warehouse.
LTLINTEGRATION	Seamlessly connect with any LMS platform with LTI 11 support

Attachment D CSDPA - Exhibit E GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in the customized DPA between Irvine Unified School District and Instructure which is dated September 25, 2019 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form.

Instructure, Inc.: Signature:	
Ву:	Date:
Printed Name:	Title/Position:
2. Subscribing LEA	
	ervice Agreement with Provider, and by its f Privacy Terms. The Subscribing LEA and the
Provider shall therefore be bound by the same Subscribing LEA Name: Downey Unified Signature:	e terms of this DPA. I School District
	e terms of this DPA. I School District

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

Instructure, Inc.

Attn: James Seaman

Address: 6330 South 3000 East, #700, Salt Lake City, UT 94121

Email:Jseaman@instructure.com

Phone:504-296-8963

With CC in email to: Orders@Instructure.com

ATTACHMENT E INSURANCE

During the term of the Agreement, Vendor shall maintain the following coverage:

- Commercial General Liability insurance for bodily injury and property damage, including accidental death in the combined single limit of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate) and \$3,000,000 Excess/Umbrella Liability.
- 2. Workers' Compensation and Employer's Liability insurance in the amount of not less than \$1,000,000 per occurrence.
- Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate). If Professional Liability policy is made on a claims-made basis, the vendor/consultant must purchase and maintain an extending reporting period (tail coverage) for one year.
- 4. Errors and Omissions and Cyber insurance, with limits not less than \$1,000,000 per occurrence, covering errors, omissions, network security failure or privacy breach arising from performance of this Agreement. Any such policy written on a claims-made basis must be maintained for a minimum of one (1) years after termination of this Agreement.

No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this RFP, Master Agreement and Purchase Agreements with Associate Members.

All policies required above shall be written on an occurrence basis, with carriers maintaining an A.M. Best rating of A-VII or better. Upon written request, Instructure shall provide Customer with a Certificate of Insurance as evidence of such coverage.

Attachment F CONTRACTUAL DOCUMENTS FROM RFP



NONCOLLUSION DECLARATION

TO BE EXECUTED BY VENDOR AND SUBMITTED WITH PROPOSAL (Public Contract Code section 7106) The undersigned declares:

I am the

Director of Finance Operations
(title) of

Instructure, Inc.

(Vendor), the party making the foregoing proposal

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal. The Vendor has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The Vendor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Vendor or any other vendor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other vendor. All statements contained in the proposal are true. The Vendor has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose

Any person executing this declaration on behalf of a Vendor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Vendor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed as follows.

October 14, 2019
Title
Director of Finance Operations
State
Utah



CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The	
Director of Finance Operations	
(Principal) of	
Instructure, Inc.	
(Vendor Name)	

Certifies to the best of its knowledge and belief that it and its principals.

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 2. Have not within a three-year period preceding this proposal 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 (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local), with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4 Have not within a three-year period preceding this proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default. If unable to certify to any of the statements in this certification, the participant shall attach an expiration to this certification.

I HEREBY CERTIFY AND AFFIRM THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature	Date
Matheu Starle Vendor Legal Name	October 14, 2019
Vendor Legal Name	
Instructure, Inc.	
Name	Title
Mathew Searle	Director of Finance Operations



CERTIFICATION OF RESTRICTIONS ON LOBBYING

hereby certify on behalf of	
Instructure, Inc.	
(name of offeror) that	
Instructure, Inc.	

- (Firm name) meets the following qualifications
- No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to Influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached, Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature	Date	
Matheu Sharle Vendor Legal Name	October 14, 2019	
Vendor Legal Name	**************************************	
Instructure, Inc.		
Name	Title	
Mathew Searle	Director of Finance Operations	



WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700

"Every employer except the state shall secure the payment of compensation in one or more of the following ways."

- a By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- c. For any county, city, city and county, municipal corporation, public DISTRICT, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature	Date
Mathew Searl	October 14, 2019
Vendor Legal Name	
Instructure, Inc.	
Name	Title
Mathew Searle	Director of Finance Operations

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)



DRUG FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code §8350, et seq. the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the Vendor may be subject to debarment from future contacting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code §8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b Establishing a drug-free awareness program to inform employees about all of the following
- The dangers of drug abuse in the workplace;
- ii. The person's or organization's policy of maintaining a drug-free workplace,
- iii The availability of drug counseling, rehabilitation and employee-assistance programs;
- iv The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I the undersigned, agree to fulfill the terms and requirements of Government Code §8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace. (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of statement required by §8355 (a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Participating Associate Member determines that I have either (a) made false certification herein, or (b) violated this certification by failing to carry out the requirements of §8355, that the contract awarded herein is subject to suspension of payments, termination, or both I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of §8350, et seq.

Lacknowledge that Lam aware of the provisions of Government Code §8350, et seq. and hereby certify that Lwill adhere to the requirements of the Drug-Free Workplace Act of 1990.

Olgriature	
Matter Searl Vendor Legal Name	October 14, 2019
Vendor Legal Name	
Instructure, Inc.	
Name	Title
Mathew Searle	Director of Finance Operations



TOBACCO USE POLICY

In the interest of public health, Participating Associate Member provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Participating Associate Member. Failure to abide with this requirement could result in the termination of this contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy

Signature	Date	
Matter Searl	October 14, 2019	
Vendor Legal Name		
Instructure, In.c		
Name Title		
Mathew Searle	Director of Finance Operations	



CRIMINAL RECORDS CHECK CERTIFICATION BY VENDOR (AB 1610, 1612 and 2102)

To the Board of Trustees of Participating Associate Member:

1,	
Mathew Searle	
(name) certify that:	
Instructure, Inc.	
(Name of Vendor)	

- t. has carefully read and understand the Notice to Vendors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
- 2. Due to the nature of the work it will be performing for the Participating Associate Member,

Instructure, Inc.

(Name of Vendor)

employees may have contact with students of the DISTRICT

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code §1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Signature	Date	
Wather Searl	October 14, 2019	
Vendor Legal Name		
Instructure, Inc.		
Name	Title	
Mathew Searle	Director of Finance Operations	
City	State	
Salt Lake City	Utah	



DISCLOSURE OF PROPOSAL

t hereby agree to the posting of this full Proposal and supporting
documents on a password protected website available only to active Ed
Tech JPA Members

OR

† agree to the posting of a redacted Proposal and supporting documents on a password protected website available only to active Ed Tech JPA Members.

pnature Date	
Mathen Searlo	October 14, 2019
Vendor Legal Name	
Instructure, Inc.	
Name	Title
Mathew Searle	Director of Finance Operations



II. 12. RATIFY California Student Data Privacy Agreement with Omega Labs, Inc. dba/Boom Learning, to provide access to Boom Cards instruction material mini apps.

Supporting Documents



scan0727

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

School District/Local Education Agency:

Westside Union School District

AND

Provider:

Omega Labs, Inc (Boom Learning)

Date:

12/2/2019

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

(hereinafter referred to as "LEA") and Omega Labs, Inc (Boom Learning)
(hereinafter referred to as "Provider") on 12/2/2019
. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

12/2/2019

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to
protect student data transmitted to Provider from LEA pursuant to the Service Agreement,
including compliance with all applicable statutes, including the FERPA, PPRA, COPPA,
SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time
to time. In performing these services, the Provider shall be considered a School Official with
a legitimate educational interest, and performing services otherwise provided by the LEA.
With respect to the use and maintenance of Student Data, Provider shall be under the direct
control and supervision of the LEA.

Nature of Services Provided. The Provider has agreed to provide the following digital
educational products and services described below and as may be further outlined in Exhibit "A"
hereto:

Boom Learning learning system, including Boom Cards.

- 3. Student Data to Be Provided. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".
- 4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

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

ARTICLE III: DUTIES OF LEA

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

ARTICLE IV: DUTIES OF PROVIDER

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

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

- 5. Disposition of Data. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.
 - a. Partial Disposal During Term of Service Agreement. Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.
 - b. Complete Disposal Upon Termination of Service Agreement. Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.
- 6. Advertising Prohibition. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

 <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

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

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

- h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.
- 2. <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:
 - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
 - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
 - i. The name and contact information of the reporting LEA subject to this section.
 - A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - e. At LEA's discretion, the security breach notification may also include any of the following:
 - Information about what the agency has done to protect individuals whose information has been breached.
 - Advice on steps that the person whose information has been breached may take to protect himself or herself.
 - d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

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

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

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

ARTICLE VII: MISCELLANEOUS

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

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

a. Designated Representatives

The designated representative for	the LEA for	this Agreement is	3:
-----------------------------------	-------------	-------------------	----

Name: Shawn Cabey	
Title: Assistant Superintendent, Admin Services	
Contact Information: c.soliz@westside.k12.ca.us	
681.722.0716 ext 77007	
The designated representative for the	ne Provider for this Agreement is:
Name: Mary Oemig	
Title: President	
Contact Information: help@boomlearning.com	
425-240-8438	

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: Mary Oemig
Title: President

Contact Information: Mary Oemig
425-420-8438
help@boomleaming.com

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

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

- 7. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 8. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9. <u>Authority</u>. Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.
- 10. Waiver. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.
- 11. Successors Bound. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[Signature Page Follows]

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

BY: My	Date:
Ma Printed Name:	ry Oemig President Title/Position:
Local Education A	gency: Westside Union School District
BY:	Date: 1/29/2020

Printed Name Shawn Cabey Title/Position: Asst. Superintendent, Admin Services

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

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

Boom Cards teaching resources are cloud resident and served, instructional-material mini-apps. Teachers create the instructional material mini-apps for personal use, use with colleagues, and/or for distribution (for a fee or no fee) via the Boom Learning Store or through third-party marketplaces. Boom Cards may be assigned in ways that do not collect data or in ways that use the Boom Learning Reports feature to process and report student performance data.

The Boom Learning platform includes three elements: creation tools (provided at no charge to all users), data processing and reporting of student performance data (provide at a fee if more than 5 students), and storage for created Boom Cards miniapps.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	X
	Other application technology meta data- Please specify:	×
Million District Management	ricase specify.	OVCCOVE SMALLSON CA
Application Use Statistics	Meta data on user interaction with application	×
Assessment	Standardized test scores Observation data	
	Other assessment data-Please specify;	x
	100	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog	
was a second	entries)	1000

Conduct	Conduct or behavioral data	×
	Date of Birth	
Demographics	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	x
	Student school enrollment	
	Student grade level	x
	Homeroom	
	Guidance counselor	
Enrollment	Specific curriculum programs	x
	Year of graduation	
	Other enrollment information- Please specify:	
Commence of the Land	TO THE STATE OF	K. S. Walana
Parent/Guardian	Address	N.Y. S. S. J. S. S. J. S.
Contact	Email	
Information	Phone	
MINIMATION	I HOME	

	Parent ID	
Parent/	number	
	(created to	
Guardian ID	link parents to	
	students)	
美国中国的 对于1953		
Parent/	First and/or	
Guardian Name	Last	
	15.40	
	Student	
	scheduled	
Schedule	courses	
	Teacher	x
A See and the second	names	
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	
	English	
	language	
	learner	i
	information	
	Low income	
	status	
	Medical alerts	
	/health data	
	Student	
3	disability	
Special	information	
Indicator	Specialized	
and routor	education	
	services (IEP	
	or 504)	
	Living	
	situations	
	(homeless/	
	foster care)	
	Other	
	indicator	
	information-	
	Please specify:	
		斯科斯斯 斯克
Student	Address	
Contact	Email	X
Information	Phone	
	Exciting to the	可能的的情報 22.5
Student	Local (School	
Identifiers	district) ID	

-	number	
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
A THE STANDAY	75 t 20 t 5 t 5 t 5	
Student Name	First and/or Last	х
THE PROPERTY.	16 (18 No. 18 H)	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
	A CONTRACT CONTRACTOR OF THE PROPERTY OF THE	PERSONAL PROPE
Student Survey Responses	Student responses to surveys or questionnaires	X
HE LONG A CHICA	and the state of the	Carlo Maria
Student work	Student generated content; writing, pictures etc.	X
	Other student	

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

	Other transportation data -Please specify:	
Other	Please list each additional data element used, stored or collected by your application	×

No Student Data Collected at this time ____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "B" SCHEDULE OF DATA ADDENDUM

Application Technology Meta Data

Cookies - yes

Other application meta data - platform, browser, build number

Assessment

Other assessment data - formative and summative as assigned by the teacher

Communications

Online communications that are captured - teacher to teacher creator feedback

Conduct

Conduct or behavioral data - only to the extent a teacher creates and/or assigns a Boom Cards mini-app that collects such information

Demographics

Other demographic information - school location can be inferred from teacher's or student's email domain if a school account

Enrollment

Student grade level - can be inferred if teacher provides the Information

Specific curriculum programs - may be able to be inferred from teacher assigned content

Schedule

Teacher names - yes, provided by the teachers

Student Contact Information

Email - yes if the teacher uses an authentication method that supplies an email

Student Identifiers

Local (School District) ID number - no, unless included in student email address (we do not extract it)

Student Name

First and/or Last - yes as most teachers provide actual names; pseudonyms are allowed

Student In App Performance

Program/application performance - yes if teacher assigns using student performance collection; teachers may avoid by using only Fast Pin assignments

Student Survey Responses

Students responses to surveys or questionnaires - yes If a teacher assigns a Boom Cards mini-app that functions as a survey or questionnaire

Student work

Student generated content - yes short written answers; eventually student created decks Other student work data - fill in the blank; multiple choice; and other responsive choices



DATA ELEMENTS

Required data elements for Teachers

- · Email a unique, valid email address
- Username globally unique string
- Password any string; encrypted
- · Teacher Nickname any string
- Teacher name must be a real name
- · Full address if making a purchase

Optional data elements for Teachers

- "classroom" data items are "optional" they become required if a teacher uses data processing and reporting of student performance data features
- Classroom username globally unique string
- . Classroom password any string. This password is not stored encrypted as it is only an access point.
- Classroom Nickname any string eg "Kindergarten AM" or "Algebra"
- "full address" info is required only for purchasing purposes

Required data elements for Students

Teachers can add/delete/rename student accounts at will.

Only teachers can reset forgotten student passwords.

- . Username globally unique string; can be changed by student and teacher
- Password any string; can be changed by student and teacher; encrypted
- Nickname any string; can be changed by student and teacher; can be locked by teacher; may be pseudononymous or a named identifier

Schools shall supply identifiers that comply with the school's policies. If a school elects to use a third party authentication service (such as Google Single Sign On), the school agrees that it may provide to Boom Learning the information required to authenticate students.

Collect student progress data elements

When students play lessons with progress reporting enabled, Boom Learning collects the following information:

- · Device info: (browser version, os type)
- Time spent
- · Student responses.

Students cannot delete log data.

Teachers can delete some or all student log data.

Abandoned/inactive account

- When a teacher deletes a teacher account, all sub student accounts and student data are deleted.
- A teacher account is considered abandoned when its membership has expired and no teacher login has
 occurred for > 90 days. For abandoned teacher accounts, Boom Learning deletes sub student accounts
 and student data.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

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

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

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

Student Data: Students Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Westside Union School District

directs Omega Labs, Inc (Boom Learning) to

dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	Partial. The categories of data to be disposed of are as follows: Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	Destruction or deletion of data. Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	As soon as commercially practicable By (Insert Date)
Authorized Representative of LEA Verification of Disposition of Data by Authorized Representative of Pr	Date Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

General Offer though its signature below. This General and Provider's signature shall not necessarily bind I schedule of services, or to any other provision not ad LEA may also agree to change the data provided by unique needs of the LEA. The Provider may without material change in the applicable privacy statutes; (2) products subject listed in the Originating Service A Provider's signature to this Form. Provider shall notif so that this information may be transmitted to the A	her LEA ("Subscribing LEA") who accepts this all Offer shall extend only to privacy protections Provider to other terms, such as price, term, or dressed in this DPA. The Provider and the other LEA to the Provider in Exhibit "B" to suit the draw the General Offer in the event of: (1) a a material change in the services and agreement; or three (3) years after the date of by CETPA in the event of any withdrawal
Provider: Omega Labs, Inc (Boom Lea	rning)
BY: Mary Demig	Date: President
Printed Name:	Title/Position:
2. Subscribing LEA A Subscribing LEA, by signing a separate Service Agraccepts the General Offer of Privacy Terms. The Subsbound by the same terms of this DPA. Subscribing LEA:	
BY: Christino Oragon	Date: April 20, 2021
Printed Name: Christina Aragon	Title/Position: Associate Superintendent
TO ACCEPT THE GENERAL OFFER, THE S SIGNED EXHIBIT TO THE PERSON AND EMA	
Mary Oemig	
Name:	
President Title:	
help@boomlearning.com	
Email Address:	

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

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II. 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.

Supporting Documents



D.U.S.D. Agreement No. Purchase Order No. Board Approval Date: August 18, 2020 1st Amendment Approval Date:

202021-112 PO2W-21*572 May 11, 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 11th day of May, 2021, between New Mediscan II dba Cross Country Staffing, Inc., hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- 1. To amend certain AGREEMENT NO. 202021-112 approved by the Board of Education on August 18, 2020 and amended May 11, 2021 to provide healthcare support for Special Education students, to include the following:
 - A. By DECREASING the AGREEMENT amount by FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00) from FIVE HUNDRED, SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$575,000.00), for a total AGREEMENT amount of SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 (\$75,000.00)
- 2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT NO. 202021-112, shall remain in full force and effect.

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

NEW MEDISCAN II DBA CROSS COUNTRY STAFFING, INC.	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY		
BArilial Spirgel	By		
Print Name Mihal Spiegel	Christina Aragon		
Title_President	Associate Superintendent, Business Services		
Date_4/27/2021	Date		

EXHIBIT "Service Agreement No. 202021-112"



II. 14. 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.

Supporting Documents



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

DOWNEY UNIFIED SCHOOL DISTRICT

SECOND AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 12 day of April 2021, between First Steps for Kids, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT 202021-203 approved by the Board of Education on November 10, 2020 and amended January 15, 2021 and April 12, 2021 to provide Behavior Intervention Services (BIS) and Behavior Intervention Implementation (BII), to include the following:
 - A. By providing five (5) hours per week of Behavior Intervention Implementation (BII) services and two (2) hours per month of Behavior Intervention Services (BIS) per the attached letter; and
 - B. By increasing the AGREEMENT amount by THREE THOUSAND, ONE HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (3,165.00) from NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$19,500.00), for a total AGREEMENT amount of TWENTY TWO THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (\$22,665.00); and
 - C. By extending the contract completion date from April 1, 2021 to be through May 28, 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 202021-203, shall remain in full force and effect.

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

By Clizabeth Monday	OF LOS ANGELES COUNTY By
Print Name: Elizabeth Monday	Christina Aragon
Title: Executive Director of Operations	Associate Superintendent, Business Services
Date 4/13/2021	Date

EXHIBIT "<<letter or number>>"

FIRST STEPS FOR KIDS



II. 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.

Supporting Documents



D.U.S.D. Agreement No. Master Agreement Purchase Order No.PO2W-210000000961 Board Approval Date: December 8, 2020 1st Amendment Approval Date: May 11, 2021

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 16th day of April 2021, between CLEAN, 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 202021-215 approved by the Board of Education on December 8, 2020 and amended May 11, 2021 to provide Service and Repair for District Pressure Washers, to include the following:
 - A. By increasing the AGREEMENT amount by THREE THOUSAND DOLLARS AND 00/100 (\$3,000.00) from SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$7,500.00), for a total AGREEMENT amount of TEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$10,500.00); and
- 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 202021-215, shall remain in full force and effect.

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

TOTAL CLEAN	DOWNEY UNIFIED SCHOOL DISTRICT
By Matt Blackman Digitally signed by Matt Blackman Date: 2021.04.19 13:43:46 -07'00'	OF LOS ANGELES COUNTY By
Print Name Matt Blackman	Christina Aragon
Title Service Manager	Associate Superintendent, Business Services
Date 4-19-2021	Date 04/28/2021



II. 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.

Supporting Documents



D.U.S.D. Agreement No. 202021-268
Purchase Order No. Req. 21*2945
Board Approval Date: 3/9/21

1st Amendment Approval Date:

FIRST AMENDMENT TO MASTER AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 01 day of April 2021, between Olive Crest, NPA, 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 202021-268 approved by the Board of Education on March 9, 2021and amended April 1, 2021 to provide Behavior Intervention Implementation (BII), to include the following:
 - A. By increasing the AGREEMENT amount by TWENTY ONE THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$21,600.00) from TWENTY ONE THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$21,600.00), for a total AGREEMENT amount of FORTY THREE THOUSAND, TWO HUNDRED DOLLARS AND NO/100 (\$43,200.00); and
 - B. By extending the contract completion date from April 1, 2021 to be through June 18, 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 202021-268, shall remain in full force and effect.

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

By LINE CREST, NPA	OF LOS ANGELES COUNTY By
Print Name: Nina Frankman	Christina Aragon
Title: Director of Educational Services	Associate Superintendent, Business Services
Date 4/1/202	Date 5/11/21

EXHIBIT "<<letter or number>>"

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

Wayne Sharty n (Apr 7, 2021 13:48 PDT)



II. 17. 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.

Supporting Documents



DIND Agreement No. Purchase Order No. PO2W-21*1287 Board Approval Date 1 Amendment Approval Date

202021-294 March 9, 2021 May 11 2021

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS AMENDMENT to AGREEMENT is made this 11" day of May 2021, between Rob Wiltsey Creative Partners, hereinafter referred to as "CONSULTANT", and the DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "DISTRICT".

WITNESSETH

The CONSULTANT and DISTRICT do mutually agree as follows:

- To amend certain AGREEMENT NO. 202021-294 approved by the Board of Education on March 9", 2021 and amended May 11", 2021 to provide video production services highlighting construction services at DUSD Middle Schools, to include the following:
 - A. By adding one (1) additional day of production per the attached company invoice #1470 dated April 23, 2021; and
 - B. By increasing the AGREEMENT amount by FOUR THOUSAND, TWO HUNDRED, FIFTY DOLLARS AND NO/100 (\$4,250.00) from THIRTEEN THOUSAND, FIVE HUNDRED, FIFTY DOLLARS AND NO/100 (\$13,550.00), for a total AGREEMENT amount of SEVENTEEN THOUSAND, EIGHT HUNDRED DOLLARS AND NO/100 (\$17.800.00).
- 2. Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of AGREEMENT NO. 202021-294, shall remain in full force and effect.

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

ROB WILTSEY CREATIVE PARTNERS,	DOWNEY UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY		
By Alexander	By		
Print Name Rob Wiltsey	Christina Aragon		
Title Founder	Associate Superintendent, Business Services		
Date 4-28-21	Date: May 11, 2021		

EXHIBIT "Invoice 1470"



II. 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.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-317

TH	IS AGREEMENT made and entered into this 22 of March, 2021 by and tween Focused Schools, LLC, hereinafter called the SERVICE PROVIDER
an	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. Focused Schools will provide a bank of 16 service days for the District to use as they see fit to help
	support and improve areas of need. Service to include PD, Leadership Training, Coaching, etc.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$42,050, not to exceed \$42,050 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 4.21.21 and will terminate on or before 7.31.21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students i 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. 202021-317 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. 202021-317

Page 3 of 4

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

Name:

SERVICE PROVIDER

Focused Schools, LLC

DISTRICT

Downey Unified School District

Business Services Dept.: 1517 North Point Street, #341 11627 Brookshire Ave. Address: San Francisco, CA 94123 Downey, CA 90241 Dillon Rogers Contact: Debbie Black Contact: 415.407.5706/drogers@focusedschools. (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 Focused Schools, LLC Signature Signature Print Name: Dillon Rogers Print Name: Christina Aragon Finance and Operations Manage Print Title: Associate Superintendent Print Title: **Business Services** 3.22.21 Date: Date: District use only below line Account Number to be Charged 01.0-32150.0-11100-10000-5890-7530000 Roger Brossmer, Assistant Superintndent, Secondary Education Name and Title of Site Administrator-Please print 3/22/21 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date Downey Unified School District Page 4 of 4 Service Agreement No. 202021-317



II. 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.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-330

bel an	IS AGREEMENT made and entered into this 30 of March, 2021 by and tween Hathaway Sycamores Child & Family Serv, 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. Provision of ESS Services for Student # for 4-5 months due to behavioral and emotional needs.
	ESS Cost is \$4300/Month
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\frac{4300/Month}{2000}, not to exceed \$\frac{21,500}{21,500} 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 03/01/2021 and will terminate on or before 08/30/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

General Liability:

- a. Commercial General Liability with a \$1,000,000 each occurrence, \$2,000,000 Aggregate Limit of Liability per occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage.
- 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 Di	strict	
Service Agreement No.	202021-330	

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.	202021-330	



DISTRICT

Business Services

Downey Unified School District

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

Name:

Dept.:

SERVICE PROVIDER

Hathaway-Sycamore Child & Fam Serv

11627 Brookshire Ave.	Address:	100 West V	Valnut Street, Suite 375	
Downey, CA 90241		Pasadena	CA 91124	
Contact: Debbie Black	Contact:	Randy Mei	Randy Mendoza	
(562)469-6521/dblack@dusd.net	Phone/email:	rmendoza	@hscfs.org	
IN WITNESS WHEREOF, this Agreer named parties, on the date indicated I	below:		nd agreed by the below . OVIDER	
DOWNEY UNIFIED SCHOOL DISTR	ICT Hath	away-Syca	mores	
		Webuta	(1)	
Signature Signature	Sign	ature	*	
Print Name: Christina Aragon	Prir	nt Name:	Maura Flaherty	
Print Title: Associate Superintender Business Services	nt Prir	nt Title:	Director	
Date:	_ Dat	e:	4/1/2021	
District u	ise only below li	ne		
Account Number to be Charged(01.0-65000.0-576	00-31400	0-5816-7430000	
Patricia G. Sandoval, Director of S	Special Education			
Name and Title of Site Administrator-				
Patricia Sandoval (Apr. 1, 2021 15:06 PDT)			Apr 1, 2021	
Signature of Site Administrator			Date	
Signature of Program Director ONLY	IF using categori	cal funds	Date	
Downey Unified School District			Page 4 of 4	



II. 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.

Supporting Documents



Service Agreement No. 202021-333 - Pacific Floor Company - Gym Floor Re-Coating Services at D..

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

SERVICE AGREEMENT Agreement No. 202021-333

THIS AGREEMENT made and entered into this 11 of May , 2021 by and between Pacific Floor Company , 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. Annual gym floor re-coat - wet scrub, dry screen and apply 2 coats of Hillyard "Star/Icon" finish -		
	2 sites. Please reference attached estimates 10472 &10471 for further details.		
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
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 5/11/2021 and will terminate on or before 06/30/2021 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.		
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.		

6. <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.	202021-333

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.	202021-333

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 Pacific Floor Company Downey Unified School District Name: Sales Dept.: **Business Services** 9300 Oso Avenue 11627 Brookshire Ave. Downey, CA Address: Chatsworth, CA 91311 90241 Melinda Nicols Contact: Angel Kellogg Contact: Phone/email: sales@pacificfloor.com (562)469-6521/akellogg@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 Pacific Floor Company DOWNEY UNIFIED SCHOOL DISTRICT Signature

Print Name: Melinda Nicols

Print Title: SEC / TREASURED

Date: 4-15-2 Signature Print Name: Christina Aragon Print Title: Associate Superintendent **Business Services** May 11, 2021 Date: Date: District use only below line Account Number to be Charged 01.0-81500.0-00000-81100-5630-7550000 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 Downey Unified School District

202021-333

Service Agreement No. _____



Proposal/Contract

9300 Oso Avenue, Chatsworth, CA 91311 (818)775-0438 Ph (818)349-9429 Fax www.pacificfloor.com Lic. # 327932 DIR # 1000005618

Signature

Date

Proposal For:			Date Jo		Job Name / Job Site		
Downey Unified School District 11627 Brookshire Avenue			3/25/21	11040 Bro	Downey High School 11040 Brookshire Avenue		
Downey,	CA 90241		Estimate #	Downey, C	Downey, CA 90241		
			10472	Project	Project 2021 - Gym Floor R		
Rep	Customer Contact	Customer I	Phone	Customer Cell	Custo	mer E-mail	
Mark	Quinton Riles	562-469-6	6711	310-946-3146	qriles(@dusd.net	
		Descri	ption			Total	
	loor Company, Inc is registere		•	-			

e licensed	aterials or labor will become an extra charge over I and regulated by the Contractors' State Licens
egistrar.	of shoot
1	Customer Signature
_ 0	4-07-2021
	Date



Proposal/Contract

9300 Oso Avenue, Chatsworth, CA 91311 (818)775-0438 Ph (818)349-9429 Fax www.pacificfloor.com Lic. # 327932 DIR # 1000005618

Proposal For:		Date	Job Name	/ Job Site	
Downey Adult School 12330 Woodruff Ave.		3/25/21			
Downey,	CA 90241	Estimate	#		
		10471	Project	Project 2021 - Gym Floor Recoat	
Rep	Customer Contact	Customer Phone	Customer Cell	Custor	ner E-mail
Mark	Quinton Riles	562-469-6711		qriles@	dusd.net
	LITTLE BERTY	Description	The state of the s		Total
	ATES ARE GUARANTEE	d with the DIR and is in complic D UNTIL A SIGNED PROP is good for 90 days**			\$1,327.0

Any questions concerning a contractor may be re	eferred to the Registrar.
Signature	Customer Signature
	04-07-2021
Date	Date



II. 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.

Supporting Documents



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

SERVICE AGREEMENT Agreement No. 202021-334

TH	IIS AGREEMENT made and entered into this 15th of April , 2021 by and tween Sports Facilities Group, Inc. , hereinafter called the SERVICE PROVIDER
an	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. Remove wood backboards and install glass backboards with rims and backboard padding
	in the gymnasium at Warren High School
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$6,181.60, not to exceed \$6,181.60 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 4/15/21 and will terminate on or before 6/15/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. <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 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. _____202021-334

Page 2 of 4

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

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

Downey Unified School	District	
Service Agreement No.	202021-334	

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

Sports Facilities Group Inc

P.O. Box 7024

DISTRICT

Business Services

11627 Brookshire Ave.

Downey Unified School District

	90241			side, CA 92503
Contact: De	bbie Black	Contact:		t Warner
(562)469-6521/dblack@dusd.net		Phone/email:	951-3	351-1313
		grantwesp	ortsfac	ilities group, com
	WHEREOF, this Agree s, on the date indicated		cepted a	nd agreed by the below
DISTRICT		SER	VICE PR	OVIDER
DOWNEY UN	IIFIED SCHOOL DISTI	RICT SPO	orts Fa	icilities Group Inc
			OW	unes
Signature		Sign	nature	
Print Name:	Christina Aragon	Pri	nt Name:	Gina Warner
	Associate Superintende Business Services	ent Pri	nt Title:	C. F. D.
Date:		Da	te:	4/15/21
	District	use only below l	ine	
Account Num	nber to be Charged 01	.0-00000.0-11100-100	00-4400-4	264200
Russ Heicke, A	Assistant Principal			
Name and Ti	itle of Site Administrato	r-Please print		
Russ Heicke		Digitally signed by Russ Heicke Date; 2021.04.14 14:65:02 -07:00		4/14/21
	Site Administrator		34	Date
Signature of				
	Program Director ONL	Y IF using categor	rical fund	s Date



Contractors License# 676578 PO Box 7024 Riverside, CA 92503 DIR# 1000002632 Toll Free:866-311-7344(SFGI) Fax: 951-637-8406 Quote #: 15178 Date: 04-06-2021 Expires: 05-06-2021 Terms: Net 30

Quoted By: Jim Duff 951-315-1914 jimd@sportsfacilitiesgroup.com

Bill To

Accounts Payable Downey USD P O Box 7017 Downey, CA 90241-7017 Ph: 562-469-6500

Ship To

Samantha Miyahara Warren High School 8141 De Palma St Downey, CA 90241-5102 Ph: 562-869-7306 x5806 smiyahara@dusd.net

Description Of Work

SFG to remove 2 each old wood backboards from the existing wall mount structures in gym and dispose of.

Parts/Equipment **Unit Price** Extended Qty SKU Options **Product Name** 48" X 72" ALUMINUM FRAME GLASS BACKBOARD 795.00 1,590.00 AFRG48 1. 2 Full size glass backboard with aluminum frame and white border / target. 2. 2000+ Collegiate breakaway goals 279.00 558.00 Breakaway goals with heavy-duty nylon ant-whip nets 199.00 398.00 **PMCENAV** Pro Mold backboard padding 3.

Installation

Install 2 each 48" X 72" glass backboards, new rims and backboard padding in the same location and use new custom-made brackets to help support the weight.

OK to pay

Bolt-on backboard safety padding for 72" wide glass backboards.

Tax \$254.60 Freight \$531.00	Labor	\$2,850.00
Freight \$531.00	Parts	\$2,546.00
	Tax	\$254.60
Total \$6,181.60	Freight	\$531.00
	Total	\$6,181.60



II. 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.



Supporting Documents



Service Agreement No. 202021-335

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

SERVICE AGREEMENT Agreement No. 202021-335

be ar	HIS AGREEMENT made and entered into this <u>25</u> of <u>March</u> , <u>2021</u> by and etween <u>Will Geer's Theatricum Botanicum</u> , hereinafter called the SERVICE PROVIDER and the DOWNEY UNIFIED SCHOOL DISTRICT , hereinafter called the DISTRICT mutually gree as follows:
1.	Service Description. SERVICE PROVIDER will perform the services described below, or if additional space is needed, attached as Addendum A "Scope of Work" and made a part thereof. The scope of work (SOW) falls under the scope of and is governed by the District Agreement, and if there are any conflicting terms between the SOW and the District Agreement, the terms in the District Agreement shall prevail and govern. See attached for scope of work
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$500.00 , not to exceed \$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.	<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 4/28/21 and will terminate on or before 4/28/21 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5.	Background Check and Fingerprinting. SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

6. <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. 202021-335

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 I	District
Service Agreement No.	202021-335

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 Will Geer's Theatricum Botanicum **Downey Unified School District** Name: Education **Business Services** Dept.: 1419 N. Topanga Canyon Blvd. 11627 Brookshire Ave. Address: Topanga, CA 90290 Downey, CA 90241 Gina Shansey Contact: Contact: Debbie Black Phone/email: 310-455-2322 office@theatricum.com (562)469-6521/dblack@dusd.net IN WITNESS WHEREOF, this Agreement has been accepted and agreed by the below named parties, on the date indicated below: DISTRICT SERVICE PROVIDER DOWNEY UNIFIED SCHOOL DISTRICT Digitally aigned by Gina Shansey Date: 2021.03.25 16:49:42 -07:00 Adobe Acrobat Reader version: 2 I wellow Signature Signature Print Name: Gina Shansey Print Name: Christina Aragon Office Manager Print Title: Print Title: Associate Superintendent **Business Services** 3/25/21 Date: April 21, 2021 Date: District use only below line Account Number to be Charged 01.0-30100.0-11100-10000-5804-3240000 Goal 4, Supplemental Materials, Item 6 Name and Title of Site Administrator-Please print Signature of Site Administrator

Signature of Program Director ONLY IF using categorical funds

Downey Unified School District

Service Agreement No. 202021-335

Date

Page 4 of 4

Will Geer's Theatricum Botanicum - Classics in the Classroom Confirmation/Schedule - A Midsummer Night's Dream - Digital Performance and Workshops

School:

Stauffer Middle School

Contact:

Gina Gallion

Address:

11985 Old River School Rd, Downey, CA 90242

Phone:

(schl) (562) 904-3565 (562) 706-6361 (cell)

Email:

ggallion@dusd.net

Grade Level: Link: 7th Total Students: Please provide

Please provide link performers should join

Program:

Living History Performance - Queen Elizabeth and William Shakespeare

Length:

Approximately 45 min.

Location:

Online

Date:

4/28 @ 10:45 am

Cost:

\$500

Description: Description: Theatricum artist-educators perform, in costume and character as William Shakespeare and Queen Elizabeth. This highly interactive presentation introduces students to the lives and times of these great figures including information about Shakespeare's works, readings from his sonnets and plays, participation in an Elizabethan Jig among other moments.

The program provides a meaningful introduction the Shakespeare and significant content crossover into Social Science and Language Arts, and is adapted to best function via Zoom.

Technical Requirements:

- Online meeting room for all participating teachers, students, and teaching artist to attend
- · Link for teaching artist to join the meeting
- Ability for Teaching Artists to call on volunteers.
- A school teacher or representative must be in the digital classroom at all times and enforce any school protocols regarding Zoom etiquette and behavior.

Receipt of this Confirmation/Schedule and accompanying invoice constitutes contractual acceptance of this booking and agreement to remit the indicated amount by the invoice due date. If any changes or adjustments are required, they must be made in writing to the Theatricum Botanicum's School Programs Manager



II. 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.

Supporting Documents



Agreement for Independent Consultant Services No. 202021-341 - Matthew Upton - Class HR - L....

DOWNEY UNIFIED SCHOOL DISTRICT

AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES No. 202021-341

Inis	AGREEMENT is made and entered into the	nis _19 day of April 2021,
betw	een the Downey Unified School District ("	DISTRICT") and
Matthew (Matt) Upton		, ("CONSULTANT"), to provide services
	er the direction of:	
	Ann Arko	Classified Human Resources
(Prin	ted Name Administrator Site/Department)	(Site/Department)
1.	places mutually acceptable to DISTRIC will include the following: (Attach addition	ollowing services to DISTRICT at times and T and CONSULTANT. CONSULTANT services and sheet as needed). nal Growth Saturday Make-up Workshop
 3. 		VICE: District Office/DCC-A April 24, 2021 and will be completed by JLTANT acknowledges that the DISTRICT fully
	reserves the right to cancel this agreem non-availability or non-appropriation of	ent at any time and/or to limit services due to sufficient funds.
4.	CREDENTIAL Does service provided require a credent	tial, certificate, or permit: Yes Vo
	Have you ever paid into or are you a ret	iree of CalSTRS? Yes No
	employee, paid through District payroll, Contact Certificated Personnel for an a may be responsible for the cost of finge employed after retirement in classified payroll.	certificate, or a permit, you must be hired as an subject to withholding and fingerprint clearance. oplication prior to beginning services. Individual rprinting. NOTE: CalSTRS retirees may not be positions in the public school system except: (1) of teacher ratio, or (2) to provide one-on-one derprivileged students. (California Ed. Code
5.	INDEPENDENT CONSULTANT	

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

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

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

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

6.	PA	YN	Λ	E	N	T
U.			"	_	1.4	

DISTRICT agrees to	pay CONSULTANT at a rate of \$ 700.00	per
Day	not to exceed a total of \$_700.00	Expenses are
not reimbursed unle	ss the DISTRICT and CONSULTANT agree oth	erwise in writing. Ar
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

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

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

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

9. FINGERPRINTING

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

10. ASSIGNMENT

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

11. CONFIDENTIAL INFORMATION

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

12. WORK PRODUCT

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

13. TERMINATION

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

14. GOVERNING LAW

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

15. SEVERABILITY

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

16. WAIVER

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

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

Agreement for Independent Consultant Services

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Matthew (Matt) Upton Consultant Name	Downey Unified School District
D	
Signature	Christina Aragon Associate Superintendent
	May 11, 2021
Taxpayer ID no. or Soc. Sec. Number	Date
Street Address Vucaipa, Cauf. 92399 City, State, Zip Code	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 (562) 469-6520
April 19, 2021	
Date	
District use on	ly below line
District use on	
District use on Account Number to be Charged: 01.0 7311 BethAnn Arko, Director, Classified H.R.	0.0 00000 74000 5890 7578100
District use on Account Number to be Charged: 01.0 7311 BethAnn Arko, Director, Classified H.R.	0.0 00000 74000 5890 7578100 Hagal Bethan Orko Date Signature of Site Administrator
Account Number to be Charged: 01.0 7311 BethAnn Arko, Director, Classified H.R. Print Name and Title of Site Administrator If using categorical funds, forward this agreement Approval before sending to Business Services.	0.0 00000 74000 5890 7578100 4 29/21 Bethan Orko Date Signature of Site Administrator
Account Number to be Charged: 01.0 7311 BethAnn Arko, Director, Classified H.R. Print Name and Title of Site Administrator If using categorical funds, forward this agreement Approval before sending to Business Services.	O.0 00000 74000 5890 7578100 Haga Bethun Ma Date Signature of Site Administrator to the appropriate Program Director for Date Financial Services (verify acct. #)



II. 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.



Supporting Documents



Agreement No. 202122-05 - Meltwater News US, Inc. - Social Media Monitoring Services - Superin..

Order Confirmation



Meltwater Services

Meltwater Regular Americas

- Users: Access by up to 5 Authorized Users (defined herein) to the Meltwater platform. "Authorized Users" means those specific employees or consultants located in United States that Customer has authorized to use the Meltwater platform solely for Customer's own internal business purposes.
- Searches: 15 Searches. A "Search" is a string of keywords used to search online news or social media sources and find relevant results in the form of articles or posts. Results are displayed in the Meltwater platform and contain a hyperlink to the original source article or post.
- Dashboards: 10 dashboard(s) on the Meltwater platform. Dashboards are customizable and display analytics and search results from any Searches. Each Dashboard can contain up to 9 Widgets.
- Widgets: Access to both Brand Monitoring and Brand Analysis widget groups, including Potential Reach, Sentiment Score, Share of Voice, Advertising Value Equivalency, Top Languages, RSS Feed, Content Streams, Media Exposure, World Heat Map, Trending Themes, Top Publishers and Top Locations widgets.
- Sources: News and social media monitoring. News search results from sources tracked by Meltwater globally. Full historic news search results available.
- Extras: Tagging, translation and distribution of search results.
- Sentiment: Natural Language Processing (NLP) analysis of article sentiment in selected languages.
- Alerts: Twitter Influencer (twitter only), Top reach (news only), Spike detection and Events (40 companies) are included.
 Authorized Users can configure Alerts for Searches and Users. Alerts are available in the Meltwater Platform, email reports and/or Mobile App.
- Support: Technical and Consultative support during normal local business hours, for the duration of the subscription.
- Email: Daily e-mail reports and ad-hoc dashboard reports showing search results for Authorized Users.
- Mobile: Access to Meltwater app (available in iOS and Android) to view saved Searches and results.
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Premium Social Package

- Social media content package for use with searches and dashboard analytics in Meltwater platform.
- Search results from Twitter, Facebook, Instagram, Forum sites, Product Review sites and website comment sections.
- Search results can be visualized alongside other content types in integrated dashboards.
- Available widgets for visualization include Heat Maps, Media Exposure, Share of Voice, Top Posters, Sentiment Score, Sentiment, Languages, Locations, Sources, Topic Momentum and Trending Themes.
- Sentiment rating for all results using Natural Language Processing. (selected languages only)
- Search results can be exported in PDF, Image or Excel formats.(selected languages only)
- Subject to the approval of Twitter, Customer may receive content from Twitter or post content to Twitter ("Twitter Content") pursuant to this Agreement and Customer represents that it has read, understands, and agrees to be bound by Twitter's terms of service located at https://twitter.com/en/tos. Meltwater or Twitter may terminate Customer's access to Twitter Content if Meltwater or Twitter reasonably believes that Customer is violating Twitter's terms of service.

Terms of Service:

Meltwater will provide the above Services for the period of time reflected by the start & end dates below.

Product	Start Date	End Date
Meltwater Regular Americas	Jul 01, 2021	Jun 30, 2022
Premium Social Package	Jul 01, 2021	Jun 30, 2022

Payment Terms:

¹ Meltwater News US Inc., 465 California St. Floor 11, San Francisco, CA 94104 United States of America T: 001 415 829 5900, F: 001 415 848 9190. FTIN number: 20-8289528 (b2b-version)

Meltwater Services are paid for in advance of the Start Date in a single lump sum. Once this Order Confirmation is signed, an invoice for the price below will be generated and due net14. Except as provided in the Terms of Use, all payment is non-refundable. Discounts and/or special pricing and/or payment terms, if any, may not apply to your renewal term.

(If you are tax exempt please provide your Meltwater representative with a valid current tax exemption form upon signing.)

Price: 6200.00 USD

Terms of Use:

The company identified in the signature block below ("Customer") hereby agrees that its use of any Meltwater Service is governed by the terms set out in this Order Confirmation and the terms and conditions of use, located at https://www.meltwater.com/terms-of-use/northamerica/ ("Terms") (together the "Agreement"). Any other terms, including those on a purchase order, in a vendor registration application, or part of an RFP, are considered void and shall have no force and effect.

Special Terms:

Any Special Terms below shall supersede Meltwater's standard Terms of Use.

- Invoices under this Agreement will be due within 30 days of invoice date.
- Invoices under this Agreement will be issued according to the following schedule: Invoice 1 in the amount of 6200.00 USD due on or before Jul 01, 2021;

By signing this Agreement, you warrant that you have the authority to enter into this Agreement on behalf of Customer and that you have read, understand, and accept all of the terms of this Agreement

Customer Name and Contact Information:

Downey Unified School District 11627 Brookshire Ave Downey, California 90241 United States Contact: Ashley Greaney P: (562) 469-6513;

Date	Dec 22, 2020
Name	John Garcia, Jr., Ph.D.
Email	jgarcia@dusd.net
Title	Superintendent
Signature	John Garcia, Jr., Ph.D., John Garcia, Jr., Ph.D., Deb., 128-103-1425-1577

Meltwater Name and Contact Information:

Meltwater News US Inc. 465 California St. Floor 11 San Francisco, CA 94104 United States of America FTIN number: 20-8289528 (b2b-version)

Date Dec 22, 2020

Name Gabriella Barattolo



II. 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.

Supporting Documents



Agreement No. 202122-06 - Addiction Treatment Technologies, LLC dba Care Solace - Cert HR - A..

SERVICE AGREEMENT

This Service Agreement (the "Agreement") dated the 1st of July, 2021 between Downey Unified School District, a California public school district (hereinafter "School District"), and Addiction Treatment Technologies, LLC DBA Care Solace, a Delaware limited liability company (hereinafter "Care Solace"). School District and Care Solace may be referred to individually as "Party," or collectively as "Parties."

RECITALS

WHEREAS, Care Solace provides a web-based navigation system to assist its school district clients and the districts' students and parents in locating and connecting with mental health treatment providers (hereinafter the "Services"), and agrees to provide the Services to the School District on the terms and conditions set forth in this Agreement; and

WHEREAS, School District desires for Care Solace to assist it in connecting students and families with mental health treatment providers.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Scope of Services

- 1. Care Solace shall provide the Services as follows:
- 1.1. Care Solace owns and operates a website located at the URL <u>caresolace.com</u> which provides information related to mental health treatment providers (hereinafter the "Main Site"). As part of this Agreement, Care Solace will manage and operate a version of the Main Site that is branded with School District's name (hereinafter the "Branded Site"). Care Solace will take all reasonable steps to ensure the Branded Site is live in July 2021. Care Solace will provide access to the Branded Site to users authorized by the School District, including School District staff, students, and parents (hereinafter the "Authorized Users"), on a Software-as-a-Service ("SaaS") basis pursuant to the terms and conditions set forth in Paragraphs 26-34, *infra*.
- 1.2. Care Solace shall facilitate a process called the "Warm Hand-Off," whereby School District staff or third-party contractors, consultants, or other parties to whom School District has outsourced institutional services ("independent contractors") designated as school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B) provide Care Solace with contact information of a student or family in need of mental health treatment providers (hereinafter the "Treatment Providers"). The family contact shall be a parent, legal guardian, or other adult primary contact as directed by School District. Care Solace will then work directly with the primary contact to connect the student to Treatment Providers.

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- 1.3. In addition to providing Authorized Users with access to the Branded Site, Care Solace will also provide Authorized Users with telephone and email access to a Care Concierge team. The Care Concierge team are care coordinators with experience in customer service, trained to navigate the mental health system and health insurance. The Care Concierge team are not licensed mental health professionals and do not diagnose, assess or evaluate. No provider-patient relationship is formed by provision of services by a Care Concierge team member to an Authorized User. The Care Concierge team are not a crisis response team. The Care Concierge team are available to work directly with students and families to connect them with Treatment Providers. Care Concierge team members are available 24 hours per day, 7 days per week.
- 1.4 Care Solace connects Authorized Users with Treatment Providers based on criteria such as geographic proximity, whether the provider accepts the Authorized User's insurance, and whether the provider is accepting new patients. Care Solace will use reasonable efforts to have each Treatment Provider it refers to Authorized Users reviewed through Care Solace's verification process. The information available on Treatment Providers through the verification process may vary significantly.

Care Solace is Not a Treatment Provider

2. Care Solace is not a mental health treatment provider or a provider network and does not provide mental health treatment or other health care treatment to Authorized Users. Rather, Care Solace acts solely as a care coordinator by connecting Authorized Users to Treatment Providers. Care Solace does not represent, warrant or guarantee that Treatment Providers are of a particular quality. Care Solace shall not be liable for the quality of care provided by Treatment Providers.

Implementation Process

- 3. Care Solace will provide an onsite or virtual walk-through of the Services to School District representatives designated by School District in order to demonstrate the features and functionality of the Services.
- 4. Care Solace will conduct initial on-boarding training sessions with School District staff designated by School District in order to explain and demonstrate the Services.
- 5. Care Solace will provide training and on-going support concerning the use and functionality of the Services to key stakeholders of School District as requested by School District. Key stakeholders may include but are not limited to: School District's mental health team, psychologists, counselors, assistant principals, principals, human resources staff, district leadership, and parent-teacher associations.
- 6. Care Solace will assist in providing access to the Branded Site on School District's website as well as individual school websites, as requested by School District.
- 7. Care Solace will provide backpack mailer templates and email/text templates for School District to deliver to students and parents quarterly, or four times per year, to remind them of the Services and provide the URL for the Branded Site.

8. School District shall designate one of its employees as its principal contact for communicating with Care Solace regarding technical issues in the provision of the Services and shall notify Care Solace of such designation in writing within fifteen (15) days of the execution of this Agreement. School District may change its principal contact from time to time by providing written notice to Care Solace pursuant to Paragraph 52, *infra*.

Term

- 9. This Agreement shall be effective as of July 1, 2021 (hereinafter the "Effective Date").
- 10. The initial term of this Agreement (hereinafter the "**Initial Term**") will begin on July 1, 2021 and continue through June 30, 2024. This Agreement will renew automatically for one-year terms (hereinafter, "**Renewal Term**") on July 1st of each year following the Initial Term (hereinafter the "**Renewal Date**").
 - 11. The maximum term of this Agreement is five years.
- 12. School District may terminate an Initial Term or a Renewal Term pursuant to this Agreement at any time after providing Care Solace with sixty (60) days written notice, pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by School District pursuant to this paragraph, the fees paid by School District shall not be subject to a prorated refund.
- 13. In the event that Care Solace determines, in its sole and absolute discretion, to cease to offer the Services to new clients and to discontinue support of the Services for existing clients, Care Solace may terminate an Initial Term or a Renewal Term pursuant to this Agreement by providing School District with sixty (60) days written notice pursuant to Paragraph 52, *infra*. In the event of termination of an Initial Term or a Renewal Term by Care Solace pursuant to this paragraph, the fees paid by School District shall be subject to a prorated refund.
- 14. If either Party fails to comply with any of the material terms and conditions of this Agreement, including, without limitation, the payment of any fee to Care Solace, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party specifying the breach(es). Upon receiving written notice of a specified breach, the breaching party shall have a thirty (30) day cure period to remedy the specified breaches. The written notice must be provided in accordance with Paragraph 52, *infra*.
 - 14.1. Only in the event that a Party fails to remedy a specified breach within the thirty (30) day cure period shall such a breach be considered a "Dispute" subject to the dispute resolution provisions set forth in Paragraphs 42-49, *infra*.
 - 14.2. The written notice to a breaching party specifying any breach(es) of the material terms of this Agreement and the thirty (30) day cure period set forth in this Paragraph 14 are conditions precedent to any Party's ability to provide the other Party with notice of a Dispute under Paragraph 41, *infra*.

Fees

- 15. In exchange for the Services contemplated under this Agreement, School District will compensate Care Solace as follows:
 - 15.1. For the Initial Term (July 1, 2021 through June 30, 2024) School District will pay \$82,689 to Care Solace (based on student enrollment 22,050, source previous agreement) upon execution of this agreement.
- 16. The fees set forth in Paragraph 15, *supra*, shall be earned by Care Solace when paid and shall not be subject to a prorated refund in the event of the termination by School District of this Agreement prior to the end of the Initial Term or any Renewal Term.
- 17. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

Data and Information Privacy

- 18. Care Solace and School District each agree to comply with all data privacy laws and requirements to which they are each subject, which may include, without limitation, the Student Online Personal Information Protection Act, the Children's Online Privacy Protection Act, and The Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (hereinafter, "FERPA").
- 19. The Branded Site will include links to a privacy policy and terms of use which will comply with applicable law.
- 20. The Parties do not expect that, in most instances, education records other than "directory information," as that term is defined by FERPA at 20 U.S.C. § 1232g(a)(5)(A), would be conveyed to Care Solace by School District. However, in order to ensure that Care Solace is able to perform the Services, School District designates Care Solace a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) for the limited purposes of providing the Services.
- 21. The Parties expressly understand and agree that: (1) the Services are an institutional service or function that would otherwise be performed by employees of School District, such as counselors or principals; (2) Care Solace is under the direct control of School District with respect to the use and maintenance of "education records," as that term is defined at 34 CFR § 99.3; (3) Care Solace shall comply with the obligations imposed by 34 CFR § 99.33(a) regarding the redisclosure of any information relating to students and families obtained in providing the Services; (4) School District has determined that Care Solace has legitimate educational interests in any education records provided to it; and (5) School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii) regarding its criteria for determining who is a school official and what constitutes a legitimate educational interest in education records.

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- 22. School District represents and warrants that any independent contractor that is provided with access to the "warm hand-off" or is otherwise responsible for transmitting directory information or education records to Care Solace has also been designated as a school official pursuant to 34 CFR § 99.31(a)(1)(i)(B) and that School District has provided parents and eligible students with the annual notice required by 34 C.F.R §99.7(a)(3)(iii).
- 23. Care Solace reserves the right to internally monitor School District's and Authorized Users' usage of the Branded Site and Services.
- 24. Care Solace will provide access to School District to the following non-personally identifiable information collected from Authorized Users: number of visitors, matches, and phone appointments. If School District desires to obtain personally identifiable information from Care Solace related to a particular Authorized User's use of the Services, School District shall obtain and deliver to Care Solace a duly executed written authorization from the Authorized User, or his or her legal guardian if applicable, in a form that complies with applicable law.
- 25. Care Solace shall ensure that: (i) all data and information provided by School District is stored on files that are separate from those of other Care Solace clients, or (ii) all files containing data and information provided by School District are partitioned from the information and data provided by other clients sufficient to protect the security and privacy of such information and data.

Software-as-a-Service Terms

- 26. Care Solace grants School District a non-exclusive, non-transferable, limited, revocable and royalty-free license to provide a hypertext reference link (hereinafter the "Link") to the initial, top-level display of the Branded Site solely for the purpose of linking any website owned or controlled by School District to the Branded Site.
- 27. <u>Use Restrictions</u>. School District covenants and agrees that its use of the Services will be in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, School District will not, directly or indirectly, do any of the following: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of or included in the Services or any software, documentation or data related to the Services (hereinafter "Software"); modify, translate or create derivative works based on the Services or any Software; or copy (except for archival purposes), distribute, pledge, assign or otherwise transfer or encumber rights to the Services or any Software; use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 28. <u>Security</u>. School District and the Authorized Users shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of their connections to the Internet. As part of the Services, Care Solace shall implement reasonable security procedures consistent with prevailing industry standards to protect information provided by School District and Authorized Users from unauthorized access. The Parties agree that Care Solace shall not, under any circumstances, be held responsible or liable for situations in which: (i)

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data or transmissions are accessed by third parties through illegal or illicit means, or (ii) the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to Care Solace at the time, provided Care Solace complies with its obligations in this paragraph.

- 29. <u>Unauthorized Access</u>. Care Solace will promptly report to School District any unauthorized access to data or information provided by School District promptly upon discovery of such access by Care Solace, and Care Solace will use diligent efforts to promptly remedy any breach of security that permitted the unauthorized access to occur. In the event that Care Solace has an obligation imposed by law or statute to notify any individuals whose information was provided to Care Solace by School District, School District shall be solely responsible for any and all such notifications at its expense.
- 30. Ownership of Proprietary Rights. Ownership of any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, confidential and proprietary information protected under contract or otherwise under law, trade names, domain names, trade dress, logos, animated characters, trademarks, service marks, and other similar rights or interests in intellectual or industrial property (hereinafter "**Proprietary Rights**") embodied in the Branded Site, the Services, and the computer hardware, software and other tangible equipment and intangible computer code necessary to deploy and serve the Services (hereinafter the "**Technology**") shall remain exclusively vested in and be the sole and exclusive property of Care Solace and its licensors. In addition, School District hereby transfers and assigns to Care Solace any rights School District may have to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by School District personnel relating to the Branded Site, the Services, or the Technology.
- Mutual Exchange of Confidential Information. The Parties desire to establish terms governing the use and protection of certain confidential information one party (hereinafter "Owner") may disclose to the other party (hereinafter "Recipient"). For purposes of this Agreement, the term "Confidential Information" means (i) the terms and conditions of this Agreement, (i) non-public aspects of the Branded Site and the operation thereof, the Technology, the Services, and Care Solace's business and technical information and data, and (iii) School District's information or other data processed, stored or transmitted by, in or through the Services (hereinafter "School District Data"). In addition, Confidential Information includes information which, although not related to the Services or this Agreement, is nevertheless disclosed hereunder and which is disclosed by an Owner or an affiliate to a Recipient in documentary or other tangible form bearing an appropriate label indicating that it is confidential or proprietary in nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a label, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of fulfilling the obligations contemplated in this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written

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agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner, (iv) is independently developed by a party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner. The Recipient may disclose Confidential Information of Owner pursuant to the requirements of a governmental agency or by operation of law, provided that such Recipient gives Owner written notice thereof as soon as practicable and reasonably cooperates with Owner to contest such disclosure.

- 32. <u>General Skills and Knowledge</u>. Notwithstanding anything to the contrary in this Agreement, School District agrees that Care Solace is not prohibited from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including information publicly known or available or that could reasonably be acquired in similar work performed for another client of Care Solace.
- 33. <u>Publicity and Branding</u>. School District agrees that Care Solace may (a) publicize School District's name, the fact of the Branded Site, and School District's use of the Services; and (b) brand the Branded Site with a "powered by Caresolace.com" or similar legend and/or copyright notice.
- 34. Options for Infringement Claims. If any Party is enjoined from using the Technology, or if Care Solace believes that the Technology may become the subject of a claim of intellectual property infringement, Care Solace, at its own option and expense, may: (i) procure the right for School District to continue to use the Services; (ii) replace or modify the Technology so as to make it non-infringing; or (iii) terminate this Agreement, in which case Care Solace shall provide a prorated refund to School District of any and all fees paid in advance for the Initial Term or any Renewal Term by School District for those Services not provided by Care Solace. This Paragraph and the preceding Paragraph set forth the entire liability of Care Solace to School District for any infringement by the Technology or Services of any intellectual property right of any third party.

Representations and Warranties

35. School District represents and warrants that: (a) any information it provides to Care Solace does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party; (b) School District has provided parents with the notice required by 34 CFR § 99.7(a)(3)(iii) regarding the criteria used to determine who constitutes a school official and what constitutes a legitimate educational interest; and (c) the performance of its obligations as set forth in this Agreement and the use of the Services by School District and its Authorized Users will not (i) violate any applicable laws or regulations, or (ii) cause a breach of any agreements with any third parties. In the event of any breach by School District of any of the foregoing representations and warranties set forth in this Paragraph 35, in addition to any other remedies available at law or in equity, Care Solace will have the right to suspend immediately any Services if deemed reasonably necessary by Care Solace to prevent any harm to

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Care Solace and its business. Care Solace will provide written notice of any breach of the foregoing representations and warranties to School District in accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.

- 36. Care Solace represents and warrants that it will comply with all state and federal healthcare referral and anti-kickback statutes, and that it does not have an ownership interest in any of the Treatment Providers to whom it refers Authorized Users. In the event of any breach by Care Solace of the foregoing representations and warranties set forth in this Paragraph 36, School District will provide written notice of the breach to Care Solace in accordance with Paragraph 52, *infra*, and a reasonable time period to cure, if practicable, depending on the nature of the breach.
- 37. Except as expressly set forth herein, the Services are provided on an "as is" and "as available" basis, and without warranties of any kind either express or implied. Care Solace hereby disclaims all warranties, express or implied. Care Solace does not warrant that the services will be uninterrupted or error free or that defects will be corrected. Care Solace does not offer a warranty or make any representation regarding the results or the use of the Services in terms of their correctness, accuracy, reliability, risk of injury to School District's or any Authorized User's computer, network, market, or customer base or commercial advantage.

Insurance and Indemnification

- 38. <u>Insurance</u>. During the term of this Agreement, Care Solace shall obtain and maintain liability insurance with policy limits having minimum coverage of \$1,000,000 per occurrence, which can be met through an umbrella or standard policy or any combination thereof. The insurance shall be evidenced by a Certificate of Insurance reflecting the minimum coverage limits.
 - 38.1. <u>Additional Insured</u>. Care Solace shall cause School District to be named as an "Additional Insured" under the liability insurance policy obtained and maintained as set forth in Paragraph 38, *supra*. Notwithstanding School District's coverage as an Additional Insured, in no event shall Care Solace or its insurer be held liable for School District's sole negligence or willful misconduct. **Under no circumstances is any Additional Insured entitled to any coverage beyond the contractual indemnification provisions in Paragraph 39,** *infra***.**
- 39. <u>Defense and Indemnity.</u> Care Solace or its insurer shall defend and indemnify School District and its officers, agents, employees and volunteers (collectively "School District Parties") against any and all claims, demands, liability, judgments, awards, losses, damages, expenses or costs of any kind or character (hereinafter collectively referred to as "Claims"), to the extent arising out of any act, error, omission, negligence, or willful misconduct of Care Solace or its officers, employees, agents, contractors, licensees, or servants connected to the Services covered by this Agreement. Care Solace or its insurer shall have no obligation, however, to defend or indemnify School District Parties from a Claim if it is determined that such Claim was caused by the sole negligence or willful misconduct of School District Parties.
- 40. A School District seeking defense and/or indemnification hereunder shall promptly notify Care Solace in writing of the Claim in accordance with Paragraph 52, *infra*, and

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shall cooperate with Care Solace or its insurer at Care Solace's or its insurer's sole cost and expense. Care Solace or its insurer shall control the defense and investigation of the Claim and shall employ counsel of its choice to handle and defend the same, at Care Solace's or its insurer's sole cost and expense. The obligations and responsibilities set forth in this Paragraph 40 shall apply only in the event that Care Solace or its insurer agree to provide a defense and/or indemnification.

Dispute Resolution

- 41. Any and all disputes, controversies, or Claims arising out of or relating to this Agreement or a breach thereof, including without limitation Claims based on contract, tort, or statute (hereinafter a "**Dispute**"), shall be determined by binding arbitration as set forth in this section, consisting of Paragraphs 42-49, *infra* (hereinafter the "Arbitration Agreement").
- 42. An aggrieved party shall notify the other party of a Dispute within fifteen (15) days of being made aware of the Dispute; however, no Party may provide notification of a Dispute prior to the termination of the thirty-day cure period described in Paragraph 14, *supra*. Notice shall be provided in accordance with the requirements of Paragraph 52, *infra*. The date that notice is received by the opposing party shall hereinafter be referred to as the "Notification Date."
- 43. If the Parties are unable to informally resolve the Dispute within thirty (30) days of the Notification Date, the Parties agree to engage in mediation in good faith. The requirement to engage in mediation is a condition precedent to the initiation of arbitration pursuant to this Arbitration Agreement. Mediation must occur within 120 days of the Notification Date. The 120-day deadline may be waived by mutual agreement of the Parties. Mediation shall be conducted according to the following terms:
 - 43.1. Mediation shall be conducted by a single mediator from JAMS, or another mediation service agreed to by the Parties (hereinafter "Mediation Service").
 - 43.2. The parties will cooperate with the Mediation Service and one another in selecting a mediator from the Mediation Service's panel of neutrals and in scheduling mediation proceedings. The mediator must have experience as a state or federal court judge, unless the parties mutually agree that a mediator without such experience is appropriate in a given instance. In the event that the parties are unable to agree upon the selection of a mediator, the parties shall request that the Mediation Service assign a mediator with the qualifications specified herein from its panel of neutrals.
 - 43.3. The Parties agree that they will participate in the mediation in good faith and that they will share equally in the costs of mediation.
- 44. If the Parties are unable to resolve the Dispute through mediation, the Parties shall submit the Dispute to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (hereinafter the "FAA"). Notwithstanding any other provisions of this Agreement regarding applicable law, the Parties agree that the substantive and procedural provisions of the FAA will apply to this Arbitration Agreement, to the exclusion of any state-specific substantive and procedural law regarding arbitration.

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- 45. Arbitration shall be initiated by the aggrieved party within thirty (30) days of the conclusion of mediation. In no event shall arbitration be demanded after the date the claim would be barred by the applicable statute of limitations. Arbitration shall be conducted in accordance with the following terms:
 - 45.1. Arbitration shall be conducted by a single neutral arbitrator from the National Roster of Arbitrators and administered according to the American Arbitration Association's ("AAA's") Commercial Arbitration Rules and Mediation Procedures then in effect, except as modified by this Agreement. A copy of the AAA's current Commercial Arbitration Rules and Mediation Procedures is attached hereto as Exhibit A.
 - 45.2. The arbitrator will be selected by mutual agreement of the Parties. If the Parties are unable to agree on an arbitrator, the method of appointment set forth in R-12 of the AAA's Commercial Arbitration Rules and Mediation Procedures shall be followed.
 - 45.3. Any fee for initiating arbitration must be paid by the party initiating arbitration. The other up-front costs of the arbitration shall be borne equally by the parties and will be subject to reallocation by the arbitrator in the award as provided for in this Arbitration Agreement.
 - 45.4. The arbitration award shall be signed by the arbitrator and shall be in the form of a written, reasoned opinion setting forth the arbitrator's findings of fact and conclusions of law. The award shall be binding on the parties.
 - 45.5. In rendering the award, the arbitrator will determine the rights and obligations of the parties in accordance with the substantive law of the State of California.
 - 45.6. The arbitrator's ability to award monetary damages shall be limited in accordance with Paragraphs 46-49, *infra*.
 - 45.7. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction, in accordance with FAA Rule 9 (9 U.S.C. § 9).
 - 45.8. It is the intent of the Parties that arbitration proceedings arising under this agreement be consolidated with arbitration proceedings arising under other agreements relating to the same transaction or series of transactions involved in this agreement and involving common issues of law or fact.
 - 45.9. If a party fails or refuses to appear or participate in the arbitration, or in any portion of the arbitration, after having been given notice and opportunity to participate as provided for in this Arbitration Agreement, the arbitration will proceed, and the arbitrator may render a final award on the basis of the evidence presented by the participating party. An award rendered under such circumstances is valid and enforceable as if all parties had participated fully.
 - 45.10. The arbitrator shall award the prevailing party the costs of mediation and arbitration.

- 45.11. This Arbitration Agreement is intended to be binding on and to inure to the benefit of the Parties, their principals, successors, assigns, affiliates, partners, employees, parent or subsidiary entities, and to any other parties whose claims or defenses may arise out of or relate to this agreement, including third party beneficiaries. In the event of a dispute over whether particular persons or entities are subject to the jurisdiction of the arbitrator in an arbitration under this agreement, the arbitrator shall determine whether or not the arbitrator has jurisdiction over these persons or entities. The arbitrator's decision as to the arbitrator's jurisdiction is final and binding.
 - 44.12 This Binding Arbitration will not be subject to appeal.

Limitation on Damages

- 46. As a result of any Dispute, no Party shall be liable to the other Party or to any third-party beneficiary for any indirect, special, incidental, or consequential damages under any theory, even if the Party allegedly causing such damages has been advised of the possibility of such damages. The Parties waive any right to recover such damages.
- 47. As a result of any Dispute, in no event shall any Party be liable to the other Party or to any third-party beneficiary for punitive or exemplary damages, unless specifically provided by statute. The Parties waive any right to recover such damages unless specifically provided by statute.
- 48. In the event that Care Solace is found liable to School District or any third-party beneficiary as the result of a Dispute, or in the event that School District is found liable to any third party, liability shall not exceed the total general liability insurance amount in Care Solace's certificate of insurance pursuant to this Agreement. In no event shall Care Solace be held liable for the sole negligence of any other party, including School District.
- 49. The prevailing party in any Dispute will be entitled to recover, in addition to costs and any other damages or award, all reasonable attorneys' fees associated with the action.

Miscellaneous Terms

- 50. <u>Performance</u>. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect and each Party will use its best efforts to ensure that Authorized Users are made aware of the Services and their ability to access the Branded Site.
- 51. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California without giving effect to any choice or conflict of law provision or rule (whether of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the California. The sole exception to this Paragraph is that the Arbitration Agreement set forth in Paragraphs 42-49, *supra*, shall be governed by the procedural and substantive provisions of the FAA.
- 52. <u>Notices</u>. All notices, requests, demands or other communications required by this Agreement between Care Solace and School District shall be in writing and shall be deemed given

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and served upon delivery, if delivered personally or by email, or three (3) days after mailing by U.S. mail as follows:

If to School District: Downey Unified School District

11627 Brookshire Ave Downey CA 90241

Attention: Dr. John Garcia -

Superintendent

Email: jgarcia@dusd.net

If to Care Solace: Addiction Treatment Technologies, LLC DBA: Care

Solace

669 2nd Street

Encinitas, CA 92024

Attention: Chad A. Castruita

chad@caresolace.org

School District Dept: Accounts Payable Department

Accounts Payable contact: Name: Leticia Egurvide

Email: accountspayable@dusd.net

Phone: (562) 469-6634

Any Party may change the address or persons to which notice is to be provided by giving written notice of the change of address or persons to the other Party in the manner provided for giving notice in this paragraph.

- 53. <u>Third-Party Beneficiaries</u>. The Parties agree that this Agreement is intended to benefit Authorized Users as third-party beneficiaries. The Parties expressly agree that it is their intention by this Agreement that all Claims, as that term is defined in Paragraph 39, *supra*, brought by third-party beneficiaries including, but not limited to Authorized Users, shall be subject to the Arbitration Agreement set forth in Paragraphs 42-49, *supra*.
- 54. <u>Waiver</u>. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 55. <u>Continuing Obligations</u>. The following obligations shall survive the expiration or termination of this Agreement: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either Party herein; (iv) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the Confidential Information of either party, or any remedy for breach thereof; and (v) the payment of any money due to Care Solace.
- 56. <u>Force Majeure</u>. Neither Party shall be liable for damages for any delay or failure to perform any obligation imposed by this Agreement if such delay or failure arises out of causes beyond the Party's reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, national or regional

emergencies, pandemics, embargoes, Internet disruptions, hacker attacks, any action taken by a governmental authority, or telecommunications failures. A Party whose performance is affected by any of the foregoing shall give written notice to the other Party stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such delay. Notwithstanding anything to the contrary contained herein, if either Party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other Party may terminate this Agreement immediately by providing ten (10) days written notice. Should the application of this Paragraph 56 become the source of a Dispute between the Parties, then either party may immediately initiate the dispute resolution process outlined in the Arbitration Agreement, Paragraphs 42-49, *supra*, without first providing notice and an opportunity to cure as set forth in Paragraphs 14 and 41, *supra*. Any written notice under this Paragraph 56 must comply with the written notice requirements of Paragraph 52, *supra*.

- 57. <u>Modification of Agreement</u>. Any amendment or modification of this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party with authority to bind the Party. Any amendment or modification must comply with the notice requirements of Paragraph 52, *supra*.
- 58. <u>Assignment</u>. Care Solace will not assign or otherwise transfer its obligations under this Agreement without the written consent of School District.
- 59. <u>Entire Agreement</u>. This Agreement contains the entire agreement with respect to the subject matter hereof and supersedes all prior negotiations, understandings, or agreements, written or oral. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.
- 60. <u>Titles/Headings</u>. Titles and Headings are utilized in this Agreement for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 61. <u>Severability</u>. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- 62. <u>Counterparts</u>. This Agreement may be executed in counterparts which, taken together, shall constitute one original document.
- 63. <u>Authority to Execute Agreement</u>. Each individual signing this Agreement warrants and represents that he or she has been authorized to enter into this Agreement on behalf of the Party.

-- SIGNATURE PAGE TO FOLLOW -

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first set forth above.

Addiction Treatment Technologies, LLC ("Provider") DBA: Care Solace Printed Full Name: Chad A. Castruita, CEO

Signature:

Downey Unified School District ("Client")

Printed Full Name: Christina Aragon

Title: Associate Superintendent, Business Services

Signature:



II. 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.

Supporting Documents



scan0736

P.O. Box 687

Pinole, CA 94564-0687

1.888.463.2247

Agency/User Site License Contract Amendment Contract Renewal Provision

I. Purpose:

This addendum is to extend the subscription for the presently in-place Agency/User Site License Agreement. This amendment will continue and extend the **EUREKA INTERNET** License for:

Downey Unified School District

For the period from JULY 1, 2021 through JUNE 30, 2022

This agreement will hold constant the agreement between your agency and EUREKA. This signed and dated document will be attached and become part of the present contractual agreement and shall extend the agency/Site License Agreement with the undersigned and EUREKA for the dates indicated above.

II. Fee Description:

License Fee-EUREKA.org \$1,000.00 License Fee-EUREKAExpress.org \$2,000.00 License Fee-RSP Funding Finder \$400.00 Sales Tax \$0.00

Total \$3,400.00

III. Notice:

For the Agency:	For EUREKA:	
	Lisa Johnson	
Signature	Signature	
Associate Superintendent, Business Services	Contract Administrator	
Title	Title	
May 11, 2021	April 5, 2021	
Date	Date	

Billing Information

Agency Coordinator: Downey USD Accounts Payable		Site Coordinator: John M. Harris	s, Director, College and Career Readiness
Address: PO Box 7017		Address:11627 Brookshire A	ve
City Downey	ST_CA_Zip_ 90241	City Downey	ST_CA_Zip_90241
Phone: (562) 904-3235	Ext	Phone: (562) 469-6577	Ext
Purchase Order Number:		(Copy attached) last page original	contract.



SITE COORDINATOR UPDATE FORM

Please fax 510.669.0992 or email to lisa@eureka.org

Site Name:Downey Unified School District
Site Phone Number:562-469-6578
Person filling out this Form: Nancy Valdez
Title: Senior Secretary, College and Career Readiness
Email Address: nvaldez@dusd.net
Name & Title of the EUREKA Site-Coordinator (receives all licensing credentials)
Name:Yesenia Gonzalez
Title: Manager, Student Information Systems
Email Address:yegonzalez@dusd.net
Name & Title of Technical Contact
Name: Chris Nezzer
Email Address:cnezzer@dusd.net
Title:Chief Technology Officer

THANK YOU FOR THE UPDATE!



II. 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.

Supporting Documents



Service Agreement 202122-09

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

SERVICE AGREEMENT Agreement No. 202122-09

bet and	IIS AGREEMENT made and entered into this 11th of May , 2021 by and tween Bloom Software , Inc. DBA Thrively hereinafter called the SERVICE PROVIDER do the 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. District-wide license for Thrively Pro for 2021-22 school year for AVID Coordinators for up to 1200
	students. 60 min. online PD session for AVID Coordinators; online PD/Strategy sessions as needed.
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$14,500.00, not to exceed \$14,500.00 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 August 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.	202122-09

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. **DISTRICT's Right of Retention.** DISTRICT shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of newly produced records as part of or resulting from this Agreement and no other uses thereof will be permitted except by permission of DISTRICT. All pre-existing Service Provider data and materials provided to District by Service Provider to assist in the performance of this Agreement shall remain Service Provider's property.
- 13. <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.	202122-09

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.:

DISTRICT

Business Services

Downey Unified School District

SERVICE PROVIDER

Bloom Software, Inc., DBA Thrively

11627 Bro	ookshire Ave.	Address:	3900 W. A	Alameda Ave., Suite 1200
Downey, 0			Burbank,	CA 91505
•	Debbie Black	Contact:	Jeff McCo	onaghy, Ed.D.
(562) <u>469-</u>	6521/dblack@dusd.net	Phone/email	323-633-8	3717
	S WHEREOF, this Agreemeres, on the date indicated belo		ccepted a	nd agreed by the below
DISTRICT		SE	RVICE PR	ROVIDER
DOWNEY U	INIFIED SCHOOL DISTRICT	Blo	om Software	e, Inc., DBA Thrively
Signature		Sig	nature 1	WAY
Print Name:	Christina Aragon	Pr	int Name:	Jeff McConaghy, Ed.D.
Print Title:	Associate Superintendent Business Services	Pr	int Title:	Chief Educational Officer
Date:	May 11, 2021	Da	ıte:	April 12, 2021
,,,,,	District use	only below i	ine	
Account Nui	mber to be Charged 01.0-030	00.0-11100-100	00-5310-74	60080
	s, Director, College and Career Re			
Name and T	itle of Site Administrator-Ple	ase print		
4	1 1 1/2			4/12/2021
Signature of	Site Administrator			Date
Signature of	Program Director ONLY IF	using categor	ical funds	Date
Downey Unified Service Agreeme				Page 4 of 4



Thrively, Inc.
Tax ID#: 46-2938115
www.thrively.com
thrive@thrively.com
(310) 266-0494

3900 W Alameda Ave Suite 1200 Burbank, California 91505 United States

QUOTE

Total

Quote Number Quote Date

Payable upon receipt

1365

March 31, 2021 \$14,500.00 **Downey Unified School District**

cevensen@dusd.net

ltem	Description	Unit Cost	Quantity	Line Total
Thrively Pro	Support for AVID program. Subscription to Thrively Pro for the 2020 - 2021 school year for up to 1200 students.	\$5.00	1,200	\$6,000.00
Thrively PD	60 minute online PD session with AVID Instructors (2 PD's per school); Online PD/ Strategy sessions as-needed with AVID coordinators.	\$500.00	12	\$6,000.00
Additional Support	Access to our personalized learning coaches to customize Thrively classroom experience, support with content development, implementation; Office hours for teachers	\$2,500.00	1	\$2,500.00
Support for 1200 st	audents across 6 school sites.		Subtotal	\$14,500.00
Terms			Total	\$14,500.00



II. 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.

Supporting Documents



scan0737

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

SERVICE AGREEMENT Agreement No. 202122-10

be an	IS AGREEMENT made and entered into this 11 of May , 2021 by and tween UC Office of the President 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 attached Scope of Work
2.	Cost of Services. The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$7,683.00, not to exceed \$7,683.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins July 1, 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.
- 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.	202122-10	

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	202122-10	

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 UC Office of the President Name: Graduate, Undergraduate and Equity Aff **Business Services** Dept.: 11627 Brookshire Ave. 1111 Franklin St. 11th Floor Address: Oakland, CA 94607 Downey, CA 90241 Contact: Debbie Black Michael Burton Contact: Phone/email: 5102873374/michael.burton@ucop.edu (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:

SERVICE PROVIDER

DISTRICT

		Michael E	Burton Digitally signed by Michael Burto
Signature		Signature	
Print Name:	Christina Aragon	Print Name:	Michael L Burton
Print Title:	Associate Superintendent Business Services	Print Title:	Program Manager, TES
Date:	May 11, 2021	Date:	April 2, 2021
	District use only	below line	
John M. Harris	mber to be Charged 01.0-03000.0-s, Director, College and Career Readine itle of Site Administrator-Please	ess	
John M. Harris Name and T	s, Director, College and Career Readine	ess	4/12/2021 Date
John M. Harris Name and T Signature of	s, Director, College and Career Readine itle of Site Administrator-Please	print	4/12/2021

Transcript Evaluation Service

Statement of Work UC-TES School Subscriber Agreement

1111 Franklin Street, 9th floor Oakland, CA 94607

This Statement of Work ("SOW") is issued pursuant to the terms and conditions of the Terms of Service and Privacy Policy ("Agreement") dated **July 1st, 2021** between **Downey Unified School District** ("Subscriber") and the **University of California** ("UC"), collectively referred to as the "PARTIES".

Unless explicitly stated otherwise in this SOW, any capitalized terms shall have the meaning given to them in the SOW. If there are any conflicts between the provisions of this SOW and the Agreement, the terms of this SOW shall control with respect to the subject matter of this SOW. Any provisions of the Agreement not amended by this SOW shall remain in full force and effect. References to the "SOW" shall mean the Agreement and this SOW together.

1. Description of Services

University provides secured technologies and web services for subscribers to manually transfer and UC to accept personal demographic, academic, and other confidential individual record level data necessary to conduct the evaluation by the UC Transcript Evaluation Service ("TES") 1. Through TES, UC evaluates data as a service for participating California public schools and districts to determine student progress toward meeting the eligibility requirements for the California's public systems of higher education. UC will implement a cloud-based data warehouse and visualization solution with data provided by SUBSCRIBER, that they, their designees and other authorized parties can securely access. UC will provide annual regional training and referrals to implementation support services as requested. UC will provide professional services hours as detailed below.

2. Fees, Expenses and Invoicing

The Fee Schedule is set forth in Table 1 below. UC will notify SUBSCRIBER if circumstances arise that would result in additional fees before commencing such work.

SUBSCRIBER agrees to prepay for the products and services listed in table 1, below. UC will invoice SUBSCRIBER in full once the SOW is signed by both parties.

UC will complete the implementation and training work on flat fee basis (see Table 1 for costs). SUBSCRIBER understands that the estimate of time is not a guarantee, and that the estimate is based, in part, upon SUBSCRIBER's availability and requirements outlined at commencement of work. If the total fees and costs exceed the estimated amount, UC will request approval in writing from the SUBSCRIBER. Once approved by SUBSCRIBER, the SUBSCRIBER will also be billed for expenses subject to SUBSCRIBER's customary expense policy.

Upon payment of the annual subscription fee as detailed in Table 1 below, UC will provide the hosting services, web services, and Tableau services needed for SUBSCRIBER staff to access UC TES secured webpage, that include reports, for the length of the subscription period. UC reserves the right to change the pricing model for subsequent years with a 90 day notice to SUBSCRIBER.

In addition to the work specified below, upon request UC will provide referrals to college preparation program support for your implementation and training needs. Programs may assess a fee for providing these services to help offset the costs to deliver these services. These prices are set independent of the TES administration at the UC Office of the President. Schools should inquire with their regional TES school engagement representative to learn more about programs available in your area. SUBSCRIBER

¹ See the list of data collected for the TES evaluation system for each data system and manual upload tool.

UNIVERSITY Transcript

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GALIFORNIA Service

Statement of Work UC-TES School Subscriber Agreement

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with an active subscription to may submit support requests via email or phone. UC will respond to support requests within one business day.

Schools may also inquire about accessing a direct connection between their school information system and the Transcript Evaluation Service. This preferred message can be automated the collect data at the school's preferred frequency. Schools can request this service through their current information system. The University will consider requests but will not accept any additional costs required for establishing these connections. The University also does not endorse vendors passing the costs of developing the connectors to their current schoolsubscribers.

Table 1. Deliverables and Pricing

Student Enrollment (9-12)	Fee	Cost
Downey High School: 4,179	\$1.00/student	\$4,179.00
Warren High School: 3,504	\$1.00/student	\$3,504.00
Total Enrollment: 7,683		Total Cost: :\$ 7,683.00

3. Subscriber Uses and Acknowledgement

SUBSCRIBER acknowledges and agrees that UC owns and operates www.transcriptevaluationservice.com, its website, the results of the TES evaluations, and all rights and privileges thereto, and that it will not infringe on any intellectual property rights owned by UC.

Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfying the "a-g" requirements. The data from TES is used to provide schools and districts support from University programs, research, and its public service mission focused partners.

4. Assumptions and UC Authorized Access

The following assumptions were taken into account when preparing the SOW and estimate of hours. If any of them turn out not to be accurate, the schedule and/or budget may be affected. UC will work with SUBSCRIBER to resolve any issues as they occur.

- a. SUBSCRIBER agrees to use tes@ucop.edu for support requests.
- SUBSCRIBER agrees to provide requisite information for UC to meet Table 1 Deliverables in a timely fashion.
- SUBSCRIBER users will log in with email address and their password provided by UC to view reports
- SUBSCRIBER will access TES Data Warehouse securely using VPN software provided by UC

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Terms of Service and Privacy Statement

5. Warranties/Indemnification

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will only use and the Educational Records in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports, and anything provided in connection with this agreement are provided "as-is", without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

Accepted	and agreed to: Downey Unified School District	
Signed:		
Printed:	Christina Aragon	
Title:	Associate Superintendent, Business Services	
Date:	May 11, 2021	

	and agreed to: University of California	
Signed:	Richard L. Greene —FB2E06D7C2F0467	
Printed:	Richard Greene	
Title:	Local Procurement Manager	
Date:	1/25/2021	

Transcript Evaluation Service

Terms of Service and Privacy Statement

The Family Educational Rights and Privacy Act (FERPA)

This Statement of Rights and Responsibilities derives from and is intended to be consistent with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), as well as California Education Code Section 49062 et seq. FERPA is a federal law that protects the privacy of student education records. FERPA applies to all K-12 schools and institutions of higher education that receive funds under an applicable program of the U.S. Department of Education. The California Education Code applies to K-12 schools in California, and similarly protects the privacy of student education records.

FERPA Part 99.31 allows schools to share data collected for this service provided by the University, without prior consent, when the following conditions apply:

- (6)(i) The disclosure is to organizations conducting studies for, or on behalf of, educational agencies or institutions to:
 - (A) Develop, validate, or administer predictive tests;
 - (B) Administer student aid programs; or
 - (C) Improve instruction.

The California Education Code permits disclosures for research purposes under the same circumstances. (California Education Code Section 49076 (a)(2)(E)).

Terms of Service Agreement

1. Acknowledgement and consent

As the representative authorized to procure services for your educational institution(s), you are agreeing to receive no less than one year of services as described by the University of California in the Statement of Work ("SOW"), a separate document signed by the authorized party for the school and the University. The date of services shall be marked by either a signed document or electronic request and acknowledgement for services. By acknowledging your approved request to receive services, you are aware that the University accepts the personal demographic, academic, and identifiable data necessary to conduct the evaluation by the University of

California's Transcript Evaluation Service ("TES") 1. The University evaluates data as a service for participating public schools within California to determine student progress toward meeting the minimum admission requirements of California's public systems of higher education. Schools are permitted to use data provided by the University to institute and assess new and innovative practices to ensure more students are on track to satisfy the "a-g" requirements. The data from TES are used to provide schools and districts with support from University programs, research and public service mission—focused partners.

The purpose of TES data collection, evaluation and outcomes reports University access to records of research is critical for policyanalysis and oversight purposes. Examples of how the University may use such records include, but are not

¹ See the list of data collected for the TES evaluation system for each data system and manual upload tool.

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limited to, responding to audits, establishing that past use of University or research sponsor funds was appropriate, responding to government demands or subpoenas, defending research findings, and facilitating research misconduct proceedings.

The collection and generation of data and tangible research materials are integral parts of any research project. Accurate and appropriately recorded research data, and the creation and retention of tangible research materials, enable scholars to report, replicate and refute research findings, which ultimately advances the research enterprise. As per this document, the evaluation results produced through TES are defined as research data, and the outputs of the service, including reports or other tangible items, including the outcomes of such data, are considered research data and materials. At the subscriber's request, the University is prepared to furnish the basic guidelines taken to ensure that Research Data, as defined below, are appropriately documented, maintained, retained for a reasonable time and accessible to the University for review and use.

- a. "Research Data" are recorded information reflecting original observations and methods related to a research study, and documentation of such data needed to reconstruct and evaluate reported results of the study, regardless of the form or medium on which it may be recorded, that is produced: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University. Such data include, but are not limited to, computer software, databases and data of a scientific or technical nature, such as laboratory notebooks, field notes, electronic storage media, and printouts. Research Data also include Tangible Research Material, as defined below. Research Data do not include administrative records incidental to award administration such as financial records, contract and grant records, etc. While such administrative records generated by University researchers are not included in the definition of Research Data under these Guidelines, they are the property of the University and may be subject to terms and conditions of individual sponsored projects, federal and state regulations, and University retention and disposition requirements.²
- b. "Tangible Research Material" is a tangible item produced or collected in the course of research: (i) within a University researcher's course and scope of employment; (ii) using University research facilities or other research resources; or (iii) using funds provided by or through the University.
- c. The University may use data collected from schools to populate the admissions application for the University and its public higher education segment partners, the California State University and California Community Colleges.³ Students will

² Other research data may be obtained through material transfer agreements, license agreements or other means. Such other research data that are not produced or collected by the University may be subject to third-party provider obligations, and should be handled in accordance with contractual commitments.

³ Select the application name for the URL to access list of data elements: <u>applyUC</u>, <u>CSUMentor</u>, and <u>CCC apply</u>.

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have the option to opt in to this automatic population process prior to their data being populated into their in-process application.

3. Data Retention

As a research agent of the state, the University retains information collected and TES outcomes to support research and evaluation to identify trends in student academic performance. Both the University and other local education agencies have responsibilities concerning access to, use of and maintenance of student data used as research data and research materials. These obligations are not new and are not unique to the University; they arise from express provisions in awards and agreements with federal and other research sponsors, overarching regulatory requirements relating to funded research and fundamental precepts of research integrity.

In general, principal investigators should retain all Research Data for as long as possible, but not less than a minimum of six years after final reporting, publication, completion or abandonment of the project, unless a longer retention period is indicated by the funding source or other relevant agreement.⁴

4. Ownership and Use of Research Data

Research Data are the property of University of California Office of the President. Any research principal investigator, or authorized entity in contract with the University to conduct such research or programs, shall retain original Research Data on behalf of the University. The principal investigator is responsible for ensuring that Research Data, whether generated by the principal investigator or the principal investigator's research team, are recorded, stored and used in accordance with the generally accepted standards of his or her respective discipline and any requirements of applicable federal or state law or regulations, University policies and guidelines,

and University contractual commitments. ⁶ The principal investigator should consult the appropriate campus or University administrative office regarding the use and stewardship of Research Data that may be subject to applicable export control regulations, laws and regulations protecting the rights and privacy of human subjects, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other applicable laws and regulations.

Data in its raw form, prior to being uploaded into the University's TES file loader or having been queried or altered by the University's systems or intellectual property, are the property of the school or district, as defined by their local policies. Once data has been accepted into a TES file transfer format and verified for submission to evaluate the

⁴ Contract and Grant Manual, Chapter 17-310: Records Disposition Schedules for Contract and Grant Documents; Administrative Records Relating to Research: Retention Requirements (last updated June 2010).

⁵ <u>University of California Regulation No. 4</u> (APM-020) provides that original records of the research are the property of the University. ("Original records" may include tangible records of research, such as biological materials, chemical compounds, plants, etc.). California Labor Code § 2860 provides that everything that an employee acquires by virtue of his/her employment (except compensation) belongs to the employer whether acquired during or after the term of employment.

⁶ Contract and Grant Manual, <u>Chapter 10-330: Principal Investigators.</u>

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file and its data contents, such data will become the property of the University and will be subject to the following conditions:

- a. The user will use the student TES evaluation results, provided by the University, onlyto support and conduct administrative activities, academic advising and counseling, and other intervention strategies intended to improve student progress toward satisfying minimum admission requirements for the California State University (CSU) and University of California systems of higher education.
- b. The data derived from the TES evaluations shall not be used for any purposes that generate revenue from the user or any other party without the express written consent of the University of California.

5. Data Sharing

The University of California supports the sharing of Research Data to advance public knowledge. In the interest of advancing knowledge, the University expects principal investigators to release and share final Research Data, particularly that which is described in a publication, for use by other investigators and researchers in a timely manner, consistent with the practices of the discipline involved. Further, such release and sharing shall be in accordance with existing University policies and guidelines, including those related to intellectual property, sponsor requirements, and applicable laws and regulations, such as laws relating to protecting the rights and privacy of human subjects. The National Institutes of Health policies on data sharing and sharing of biomedical research resources (http://grants.nih.gov/grants/policy/data sharing/) and the National Science Foundation Policy on Dissemination and Sharing of Research Results (http://www.nsf.gov/bfa/dias/policy/dmp.jsp) are models that investigators may find useful when planning for the sharing of Research Data. In all instances, principal investigators should consult relevant award and/or agreement terms to determine whether Research Data are subject to any special handling, use or restriction terms.

6. Subscriber Responsibilities and Rights

By subscribing to this service and providing authorized access to your designee and those further provided access based on your or designees' discretion, you agree to hold the data in strict confidence. The user agrees NOT to release data to any other unauthorized person or organization.

The user shall retain data furnished by the school/district and the University in a place physically secure from access by unauthorized persons. Data in electronic format – including, but not limited to, hard drives, CDs or diskettes – shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The user agrees that any computer on which the data reside will be password-protected at all times.

No individual, school and/or district shall be identifiable in any reports, publications or other documents that are created by the user with the use of the data, unless at the specific request of the individual(s) authorized to make a request of this report, which must accompany a signed and notarized letter acknowledging such a request. Results for groups of individuals, schools and/or districts will only be reported when the number (i.e., the "cell size") is ten (10) or greater and in such a manner that results for groups of less than ten (10) cannot be easily calculated from other reported data.

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The user shall adhere to all federal, state and local statutes, regulations and other requirements pertaining to the security, confidentiality and privacy of data including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99).

7. University Responsibility and Rights

- a. The Parties intend for the Agreement to be compliant with FERPA and California Education Code without parent consent;
- All pupil identifiable information contained in the records shared with the University of California will be kept confidential and will be used for the purpose of improving the District's programs, instruction and academic advising;
- Anyone who is provided with access to personally identifiable student education records will be advised of the confidentiality requirements and limitations of use of this Agreement and agree to abide by them;
- All student education records and pupil identifiable information contained in those records remain the sole property of the District;
- e. All algorithms, programs, and software used in the TES program, as well as researchor analytical materials created by the University, remain the property of the University of California.
 - At the conclusion of the Agreement or at the District's request, all personally identifiable student education records shared under this Agreement shall be destroyed or returned to the District.

8. Fees and Payment

Certain services carry subscription fees ("Subscription Fees"). Subscription Fees will be due on an annual basis (the "Subscription Term"). Before the beginning of each Subscription Term during the term of this Agreement, the University will invoice you (or, if you've provided a credit card number through Account Administration, will bill that credit card) for the applicable Subscription Fees due for the following Subscription Term. Invoices for Subscription Fees must be paid by the beginning of the Subscription Term or within thirty (30) days after your receipt thereof, whichever is later. Any special arrangements regarding payment will be reflected in a Statement of Work or similar document,

Unless otherwise agreed by you and the University in writing, all fees are non-refundable, including without limitation if this Agreement terminates prior to the end of a Subscription Term for which you have pre-paid Subscription Fees. All amounts due hereunder shall be paid in United States dollars within the United States. Conversion of foreign currency to United States dollars shall be made at the conversion rate existing in the United States (as reported in the Wall Street Journal) on the first working day of the calendar month during which the applicable payment is due.

If the payment information you have provided is incorrect or incomplete, or if you are late paying any invoice or the University is otherwise unable to complete a transaction or collect timely payment due to your error or omission, any payment due hereunder that is so delayed shall bear interest at the rate of one percent (1%) per month or the highest rate allowed by applicable law, whichever is less.

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9. Term and Termination; Suspension

This Agreement shall remain in full force and effect so long as you use the service in strict accordance with the terms, conditions and limitations of this Agreement. Either party may terminate this Agreement for any reason or for no reason upon written notice to the other party (email is sufficient). The University may suspend your access to the services and the performance of any services at any time and without notice if the University reasonably believes in its sole discretion that you have breached any of the terms of this Agreement. If the University terminates this Agreement (except in the event of a breach of the Agreement by you), we will refund to you a prorated portion of your fees based on the date of termination.

Upon termination of this Agreement, your right to use and/or access the services directly related to TES shall terminate, and the University will cease performance of any of these services. The following provisions shall survive termination of this Agreement: Notwithstanding the foregoing, after termination of this Agreement, you may continue to use TES reports that you have downloaded prior to the effective date of termination, solely in accordance with all restrictions herein.

10. Warranties; Warranty Disclaimer

The Family Educational Rights and Privacy Act ("FERPA") and California Education Code Section 49076(a)(1)(A) both generally require that schools get prior written consent from a parent or guardian of a minor student before disclosing any educational records regarding such student ("Educational Records") to third parties. However, education records can be shared with school officials who have a legitimate educational interest. If you are a School, you hereby agree to designate the University (including its employees, contractors and agents) as an "other school official," under FERPA and/or the California Education Code, who has a "legitimate educational interest" in using and accessing such Educational Records. Further, you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to the University, Users or otherwise in connection with the Services, and (b) your disclosures described in (a) are not and will not be a violation of FERPA.

The University hereby represents and warrants that (a) it will perform the services in a professional and workmanlike manner, and (b) it will use the Educational Records only in accordance with the terms of this Agreement.

Except as expressly set forth in the agreement, the services, reports and anything provided in connection with this agreement are provided "as-is," without any warranties of any kind. The University hereby disclaims all warranties, express or implied, relating to the subject matter hereunder, including without limitation all implied warranties of merchantability, fitness for a particular purpose title and non-infringement.

11. Limitation of Liability

IN NO EVENT WILL THE UNIVERSITY (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE FOR

 ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE

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- OF THE SERVICES, PERFORMANCE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT,
- b. THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OR CORRUPTION OF DATA, ERROR OR OMISSION IN THE SERVICES, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, AND
- C. ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, AND ITS OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE EXERCISE OF COMMERCIALLY REASONABLE EFFORTS; IN EACH CASE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE UNIVERSITY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

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Signature Page

This MEMORANDUM OF UNDERSTANDING shall be in effect as of the date first written above, and shall remain in effect for one full calendar year from the signature date or until terminated in writing by either party. However, the obligations of confidentiality set forth herein will continue beyond termination.

Signature	
Christina Aragon	
Printed Name	
Associate Superintendent, Business Sea	rvices
Title	
May 11, 2021	
May 11, 2021 Date	
Date	RITY OF CALLEODNIA
AGREED: THE REGENTS OF THE UNIVERSITY	SITY OF CALIFORNIA
Date	SITY OF CALIFORNIA
AGREED: THE REGENTS OF THE UNIVERS	SITY OF CALIFORNIA
AGREED: THE REGENTS OF THE UNIVERSE PROCESSIGNED by: Richard L. Greene Signature 17 C2F0487	SITY OF CALIFORNIA
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AGREED: THE REGENTS OF THE UNIVERSE PRODUCTION O	SITY OF CALIFORNIA



II. 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.

Supporting Documents



scan0738

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

SERVICE AGREEMENT Agreement No. 202122-11

be an	HIS AGREEMENT made and entered into this 11th of May , 2021 by and tween 2CPR Group , hereinafter called the SERVICE PROVIDER at 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: \$86,400.00, not to exceed \$86,400.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3.	Include W-9. Internal Revenue Service Form W-9 must be completed and included with the agreement.
4.	Term. The term of this agreement begins 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. Insurance. As a condition precedent to this Agreement, SERVICE PROVIDER shall procure and maintain, for the duration of this Agreement and any renewals thereof, the following insurance coverages with insurance carriers that are admitted or authorized non-admitted insurers by the State of California and with a rating equivalent to an A:VII by A.M. Best Company:

General Liability:

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

Automobile Liability:

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

Workers' Compensation/Employer's Liability:

- a. Certificate of Insurance indicating "statutory" limits.
- 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	
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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	District
Service Agreement No	202122-11

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 2CPR Group, Inc. Name: **Business Services** Dept.: 11627 Brookshire Ave. 3066 N Torrey Pine Lane Address: Downey, CA 90241 Orange, CA 92865 Contact: Debbie Black Sean Glumace Contact: (562)469-6521/dblack@dusd.net 562-706-8999 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 2CPR Group, Inc. Signature Signature Print Name: Christina Aragon Print Name: Sean Glumace Print Title: Associate Superintendent Print Title: Co-Founder **Business Services** May 11, 2021 Date: Date: 4.12.21 District use only below line 01.0-63870.0-38000-10000-5890-5840000 / Account Number to be Charged 01.0-63870.0-38000-10000-5100-5840000 John M. Harris, Director, College and Career Readiness Name and Title of Site Administrator-Please print 4/12/2021 Signature of Site Administrator Date Signature of Program Director ONLY IF using categorical funds Date **Downey Unified School District** Page 4 of 4

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Service Agreement No.

The goal for 2CPR Group is to provide support and partnership with Downey Unified School District (DUSD) career technical education (CTE) career pathways. As this project moves forward, 2CPR Group will assist DUSD to address underdeveloped aspects of the requirements of the 11 Elements of High Quality CTE, focusing on pathway sustainability and compliance, and to help reinforce the long-term infrastructure of 11 Elements of High Quality Career Technical Education (CTE) pathways established in the previous years' contracts. This work will underscore the DUSD's efforts to ensure compliance and excellence in each of the 11 Elements.

In partnership with 2CPR Group, DUSD has shown tremendous progress in compliance and pathway improvements in the following areas of the 11 Elements: Continuing rigorous and sequential courses; Faculty and staff professional development; System alignment; Student leadership development that includes internships and work-based learning opportunities that lead to industry-recognized certifications; and Preparing students for success in college and careers. This work will continue to be supported and developed.

In addition, 2CPR Group proposes to partner with DUSD to develop and support a solid infrastructure within each pathway at DUSD to address: 5 (Industry Partnerships), 8 (System Responds to Economic Demands), 10 (Evaluation, Accountability, and Continuous Improvement) and 11 (CTE Promotion, Outreach and Communication). See service deliverables for details.

This project is in direct support of the Downey Unified School District (DUSC) Strong Workforce Program (SWP) and Career Technical Education Incentive Grant (CTEIG) projects that will need on-going support and expertise to accomplish in the 2021-2022 school year. A strong foundation has been laid during the 2018-2019/2019-2020/2020-2021 academic years working with the teachers, but there is much work yet to do. Given the unpredictable and often unexpected changes in our educational environment during the pandemic and the necessary recovery period, support to the CTE programs is mission critical. 2CPR Group is poised to continue and expand their support of the programs and direction of the division at DUSD.

2CPR Group's project team to implement this work will include Angela Allison and Sean Glumace and additional staff as needed. This scope of work covers the agreed upon dates for training starting July 1, 2021 and ending no later than June 30, 2022.

The total budget for and not to exceed \$86,400. Below is a budget for services and deliverables provided by 2CPR Group: Included is the scope of work and the proposed budget to accomplish the DUSD goals in these areas.



CERTIFICATION & CAREER PATHWAYS READINESS GROUP

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BUDGET

Proposed Services—Technical Assistance, Curriculum/Professional Development	Budget
Provide Compliance Infrastructure: Support to establish protocols and a framework to support and evaluate the compliance of the 11 Elements of High Quality CTE with particular emphasis on Elements 5, 8, 10 and 11.	
ELEMENT 5 Industry Partnerships:	
(Advisory Committees, Business/Industry Participation, Industry Approved Curriculum, Labor Market Demand, & Industry Standards/Competencies) as defined by CDE indicators	
 Work with each pathway to identify and nurture relationships with business and industry within each pathway—Locating, interviewing, and vetting a core group of six industry participants, to include recruiters, for each pathway Develop and manage individual pathway advisory boards and offer participation and activities beyond the once a year meeting allowing industry partners to be interactive within the pathways as available 	
 Throughout the year recruiting and engaging core groups of industry and employers to advise each pathway to include curriculum review and revision to meet labor market changes and demands 	
 Disseminate Advisory Board meeting findings and minutes throughout the district and include the Board of Trustees in the effort to improve CTE relevance and importance throughout the district and community 	
ELEMENT 8System Responds to Economic Demands:	
(Track Labor Market Demands & Partnership with Stakeholders) as defined by CDE indicators	
 Collaborate with DUSD CTE Director to evaluate and align pathway coding to ensure accuracy and consistency between schools and pathways 	
 Assess and advise DUSD staff in charge of data collection and reporting procedures to ensure alignment and coding accuracy and consistency 	
 Advise district personnel on labor market demands and local industry and employment needs to justify the direction of new and existing career pathways 	
 Advise district on strategies to collect meaningful data for the College and Career Indicators and LCAP reports 	



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ELEMENT 10Evaluation, Accountability, Continuous Improvement:	
(Industry Advisory Committees, Annual Course Review, & Yearly Strategic Planning) as defined by CDE indicators	
 Prepare, conduct, and/or update an inventory of equipment purchased at each school using CTE grant funding; tag and identify location of all CTE equipment 	
 Facilitate annual course review and revision for each pathway. Work with faculty and district staff to update, as needed, any incomplete or incorrect components 	
Support new course development to include Audiovisual and Integrated Experience Association (AVIXA)	
 Facilitate yearly strategic planning within each pathway. Work with faculty and district staff to address and correct issues identified 	
ELEMENT 11CTE Promotion, Outreach, and Communication:	
(Community Outreach Activities/Workshops, Industry Advisory Committees, Media Promotion, Community Involvement and participation) as defined by CDE Indicators	
 Help pathway teachers develop promotional strategies within the existing HS and feeder middle schools 	
 Assist teachers with usage of promotional videos and other programmatic promotional elements to demonstrate a variety of career options for various pathways. 	\$30,000
(200 hours x \$150/hour)	
2CPR Group will perform annual site-level Comprehensive Local Needs Assessment and Report	
Evaluate each site and pathway utilizing the framework of the CDE CLNA template as the framework to include instructor interviews, equipment inventory and needs assessment and program vitality/future plans and direction of programs. (120 hours x \$150/hour)	\$18,000
2CPR Group will provide technical assistance to develop robust industry advisory committees and facilitate advisory meetings for all CTE pathways.	
(96 hours x \$150/hour)	\$14,400



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TOTAL BUDGET	\$86,400
Community Colleges to ensure that formal articulation/dual enrollment/concurre enrollment agreements are developed that define participants, roles, activities, products, and timeline. 80 hours x \$150/hour)	\$12,000
acilitate student enrollment and early college credit partnerships with California	
PCPR Group will provide technical assistance to the district to assist in a variety of areas to ensure teachers and administrators understand and implement best practices around scheduling/rostering CTE courses, maintaining high quality pathways, early college credit options and deployment, third party industry certifications/credentials in the pathways, and ongoing, classroom teacher croubleshooting support 80 hours @ \$150/hour)	\$12,000



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Angela Allison and Sean Glumace (2CPR Group) have spent the last five years as education systems consultants bridging the gaps in Career and Technical Education between the K12 and Community college system.

They previously served as the key talent/project directors for the K-14 Statewide Career Pathway Technical Assistance Pravider -- Daing What Matters for Jobs and the Economy for the CA Community Colleges Chancellor's Office.

They work closely with many colleges and K12/high school districts including administrators, teachers, and key staff to bring real and relevant improvements to a variety of CTE programs and pathways. Together they served as the first point of contact between Career Pathways stakeholders, California Department of Education, and the Chancellor's Office. They provide leadership, guidance, and technical assistance at the local, regional, and state level to expand and improve Career Pathways from middle, high school to community college programs and into careers.

Angela Allison has worked in both K12 and college education systems since the 90's and between 2013 and 2015, she was Interim Dean - Career and Technical Education (CTE) & Business at Golden West College in Huntington Beach. She served as the division administrator overseeing 14 departments with 100-plus faculty members and worked with the Vice President of Instruction to oversee CTE/business academic affairs. Prior to that, as director of special grants and projects at West Hills Community College District, she managed multiple college, district and regional grants and contracts. She has presented to community college groups about WIOA as it connects to career pathways and career readiness for students. She holds her master's degree in education from Azusa Pacific University and her Bachelor of Science from Oregon State University.

Sean Glumace spent two decades as an education advocate, graphic designer, comic book letterer and digital media instructor for over 20 years. Sean provides extensive college- and program-level experience in Career and Technical Education, K-12 partnerships, and pathway development critical to facilitate faculty and administrator engagement and adoption of promising practices. In 2014, he became an Adobe Education Leader who is dedicated to enhancing creativity and collaboration and improving the teaching and learning experience. He holds a California Career Technical Education Credential in Arts Media and Entertainment and a Bachelor of Science degree in Instructional Design.



CERTIFICATION & CAREER PATHWAYS READINESS GROUP

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II. 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.

Supporting Documents



Agreement No. 202122-12

CLIENT AGREEMENT for APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions ("Agreement") is effective on execution by both parties ("Effective Date") and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 ("Apex Learning") and Downey Unified School District, with its principal place of business at 11627 Brookshire Avenue, Downey, CA 90241 ("Client").

RECITALS

Apex Learning provides digital curriculum solutions for secondary education.

Client desires to purchase the digital curriculum solutions described in Exhibit A and have its students, teachers, administrators, and staff access and use the Apex Curriculum (as defined below), all pursuant to the terms and conditions set forth below.

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

AGREEMENT

- 1. <u>Definitions</u>. Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
- 1.1. "Apex Curriculum" means the Apex Learning digital curriculum described in Exhibit A. The Apex Curriculum does not include any Course Materials that may be required.
- 1.2. "Client User" means each Client teacher, administrator, and student, as well as each student parent/guardian, who registers with Apex Learning and establishes a password to access the Apex Curriculum made available under this Agreement.
- 1.3. "Course Materials" mean items or materials separate from the Apex Curriculum that are identified as either required or optional for the Apex Curriculum (e.g., calculators, microphones/headsets, textbooks, literature, and lab materials).
- 1.4. "Student Data Privacy and Protection Addendum" means the addendum attached as Exhibit D.
- 1.5. "Term" will have the meaning set forth in Section 9.1.
- 1.6. "User Support" means the Apex Learning support services described in Exhibit C.
- 2. Apex Learning Obligations.
- 2.1. *Digital Curriculum Solutions*. Apex Learning will provide the digital curriculum solutions described in Exhibit A, including hosting the Apex Curriculum and making it available for access and use by Client Users.
- 2.2. User Support. Apex Learning will provide Client Users with User Support throughout the Term.
- 2.3. *Uptime.* Apex Learning will use commercially reasonable efforts to make the Apex Curriculum available for access by Client Users ninety-nine percent (99%) of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" means the installation of upgrades, routine application, server, or network

configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Curriculum utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Curriculum.

2.4. *All Rights Reserved.* Apex Learning and its suppliers own all right, title and interest in and to the Apex Curriculum. Other than granting Client Users the right to access and use the Apex Curriculum as described in this Agreement, Apex Learning expressly reserves all right, title, and interest therein.

3. Client Obligations.

- 3.1. *Hardware/Software*. The Apex Curriculum is made available to Client Users over the Internet through a webbrowser interface. To access the Apex Curriculum, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable) in accordance with the system recommendations posted at http://www.apexlearning.com/systemrequirements/systemrecommendations.pdf.
- 3.2. Terms of Use. All Client Users who access the Apex Curriculum must comply with the Apex Learning Terms of Use for Customer Websites ("Terms of Use"). The current version of such Terms of Use is posted at www.apexvs.com through which Client Users access the Apex Curriculum. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Curriculum at any time if the Client User violates the Terms of Use. To the extent it has knowledge, Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use. For the purpose of clarification, the Terms of Use are not part of this Agreement and do not modify or supplement the Agreement.
- 3.3. *Laboratory Activities*. If hands-on laboratory activities included in the Apex Curriculum are implemented by Client Users, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever regarding any hands-on laboratory activities.
- 3.4. *No Resale Rights*. Client will not resell to any third party the right to access or use the Apex Curriculum or provide any third party who is not a Client User with access to, or the ability to use, the Apex Curriculum.

4. Payment.

- 4.1. *General.* In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A. Apex Learning will issue invoices for such amounts pursuant to the invoice schedule in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices properly issued under this Agreement within thirty (30) days of the invoice date. If payment is made via credit card Apex Learning will assess a processing fee equal to three percent (3%) of the amount charged to such card.
- 4.3. *Taxes.* Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client. Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes. Apex Learning is solely responsible for Apex Learning's income and payroll taxes.

5. Confidentiality.

5.1. *Student Data Privacy and Protection.* Apex Learning and Client agree to comply with their respective obligations under the Student Data Privacy and Protection Addendum attached as Exhibit D.

5.2. **Protection of Other Confidential Information.** In addition to the parties' respective obligations under Section 5.1 above, each party agrees that it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation pricing for the Apex Curriculum. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law. Further, if there is a conflict between this Section 5.2 and the Student Data Privacy and Protection Addendum, the Student Data Privacy and Protection Addendum will control with respect to that conflict.

6. Representations and Warranties.

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that it: (a) has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) will comply with all applicable laws in the performance of its obligations under this Agreement, including those laws identified in the Student Data Privacy and Protection Addendum.
- 6.2. **By Apex Learning.** Apex Learning further represents and warrants that Client Users' access to and use of the Apex Curriculum as described in this Agreement will not infringe any third-party copyright.
- 6.3. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN SECTION 6.2, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX CURRICULUM, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. Indemnity.

- 7.1. **Duty to Indemnify.** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section 7, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6.
- 7.2. **Procedure.** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.

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

- 8.2. <u>LIMITATION ON LIABILITY</u>. IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.
- 8.3. <u>APPLICATION</u>. THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. Term and Termination.

- 9.1. *Term.* This Agreement shall commence on the Effective Date and continue through June 30, 2022, unless earlier terminated as provided in this Section 9.
- 9.2. *Termination*. Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.
- 9.3. *Effect of Expiration/Termination*. Upon the expiration or termination of this Agreement, all access to the Apex Curriculum will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: Sections 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3, and 10, as well as applicable provisions of Exhibit D.

10. Miscellaneous.

- 10.1. *Relationship of Parties*. Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.
- 10.2. *Force Majeure*. For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement, or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms, or other similar causes.
- 10.3. *Notices*. Any notices given under this Agreement shall be delivered in writing either by messenger or overnight delivery service, with a confirmation of delivery, and addressed to Apex Learning or Client at the address stated in the table below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Individual Name and/or Title	Manager, Contracts	John Harris
Organization	Apex Learning Inc.	Downey Unified School District
Address	1215 Fourth Avenue, Suite 1500	11627 Brookshire Avenue
City, State, Zip	Seattle, WA 98161	Downey, CA 90241
Phone	206-381-5600	562-469-6500

10.4. Assignment. Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or

transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

- 10.5. *Waiver/Severability*. No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.
- 10.6. *Governing Law/Attorneys' Fees.* This Agreement will be governed by and construed under the laws of the State of California (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.
- 10.7. No Third-Party Beneficiaries. This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.
- 10.8. *Entire Agreement*. This Agreement, including without limitation all Exhibits attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written, regarding such subject matter. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties.
- 10.9. *Execution in Counterparts/Electronic Signatures*. This Agreement may be executed in any number of separate counterparts, each of which together shall constitute a single agreement, but each together shall constitute one and the same instrument. Each party agrees that it will not contest the validity of the execution of this Agreement solely on the basis of the exchange of signed counterparts in .pdf format or the use of a mutually agreed-upon electronic signature process. Any copy of this Agreement electronically signed by both parties pursuant to any such mutually-agreed electronic signature process will be deemed to be an original.

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client identified in the signature block below agree to the terms and conditions set forth in this Agreement.

Downey Unified School District

Apex Learning Inc.	Downey Chinica School District
By:	By:
Print Name:	Print Name: Christina Aragon
Title:	Title: Associate Superintendent, Business Services
Date:	Date: May 11, 2021

Anov I comping Inc

EXHIBIT A

Digital Curriculum Solutions

- 1. Apex Curriculum: Apex Learning will provide Client with the following:
 - A. During Summer School 2021:
 - *Courses:* 125 Courses unlimited enrollment subscriptions from June 4, 2021 through August 13, 2021. Courses subscriptions do not include access to Technology Courses.

Price: \$6,250.00

Each unlimited enrollment subscription provides access for one student enrolled in any number of Courses at the same time. If a student completes or withdraws from all Courses in which he or she is enrolled, the subscription may be reused to enroll another student in any number of Courses. The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access through August 13, 2021 at \$50.00 per subscription.

- B. During the Period July 1, 2021 through June 30, 2022:
 - i. *Courses:* 550 Courses unlimited enrollment subscriptions from July 1, 2021 through June 30, 2022. Courses subscriptions do not include access to Technology Courses.

Price: \$68,750.00

Client may purchase additional subscriptions for access during the period July 1, 2021 through June 30, 2022 at \$125.00 per subscription.

- 2. Professional Services:
 - One 3-hour web conference session.

Price: \$600.00

Total Price: \$75,600.00

EXHIBIT B

Invoice Schedule

Apex Learning will invoice Client in the amount of \$75,600.00 on execution of this Agreement by both parties.

EXHIBIT C

User Support

- 1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only), online chat and/or email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Curriculum and/or by a voicemail greeting.
- 2. Disclaimer. Apex Learning's ability to support Client Users with respect to the Apex Curriculum depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Curriculum, (b) cooperating in a timely manner with Apex Learning's efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client's Internet connection, any Client or third-party hardware or software, or Client's own network.

EXHIBIT D

Student Data Privacy and Protection Addendum California Education Code Section 49073.1 (AB No. 1584)

- **A. DEFINITIONS.** The following terms will have the following meanings for purposes of this Addendum:
 - "Deidentified Information" means information that cannot be used to identify an individual Client student.
 - 2. "Eligible Pupil" means a Client student who has reached 18 years of age.
 - 3. "Pupil-Generated Content" means materials created by a Client student, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of Client student content. "Pupil-Generated Content" does not include Client student responses to a standardized assessment where Client student possession and control would jeopardize the validity and reliability of that assessment.
 - 4. "Pupil Records" mean both of the following:
 - a. Any information directly related to a Client student that is maintained by Client, and
 - b. Any information acquired directly from a Client student through the use of Apex Curriculum assigned to the Client student by a teacher or other Client employee.

"Pupil Records" do not mean any of the following:

- a. Deidentified Information, including aggregated deidentified information, used by Apex Learning to improve educational products for adaptive learning purposes and for customizing student learning,
- b. Deidentified Information, including aggregated deidentified information, used to demonstrate the effectiveness of Apex Learning's products in the marketing of those products, or
- c. Deidentified Information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications.

B. ADDITIONAL TERMS REGARDING PUPIL RECORDS/PUPIL-GENERATED CONTENT

- Pupil Records obtained by Apex Learning under this Agreement are and will continue to be the property
 of and under the control of Client.
- 2. Notwithstanding Section 1 above, Client students may retain possession and control of their own Pupil-Generated Content created using the Apex Curriculum as follows:
 - Students may retain a copy of each item of Pupil-Generated Content as it is generated (e.g., by making a digital or hard copy).
- 3. Apex Learning will not use any information in any Pupil Record for any purpose other than those purposes required or specifically permitted by this Agreement. For clarification, these purposes include use of Pupil Records as reasonably necessary for Apex Learning to provide the Apex Curriculum and related services and support to Client and Client students under this Agreement.

4. A parent, legal guardian or Eligible Pupil may review personally identifiable information in a Client student's Pupil Records and correct erroneous information as follows:

Client students have access to their Pupil Records through their access to the Apex Curriculum. A parent, legal guardian or Eligible Pupil may contact Client to request a correction to erroneous personally identifiable information and Apex Learning will make such changes as directed by Client.

5. Apex Learning takes the following actions to protect the security and confidentiality of Pupil Records:

Pupil Records will be stored in electronic memory (on servers or other computers) operated and maintained by or on behalf of Apex Learning in the United States. The measures that Apex Learning will take to protect the security and confidentiality of Pupil Records containing personally identifiable Client student information while it is stored in that manner include, but are not necessarily limited to: encryption to protect personally identifiable information while in motion or at rest; restricted physical access to the servers/computers; software-based solutions intended to prohibit unauthorized entry such as regularly updated virus scans, firewalls, and use of passwords; and administrative controls such as selective user access rights, and including the designation and training of responsible individuals.

6. In the event of an unauthorized disclosure of a Client student's Pupil Records, the following procedures will be followed for notifying the parent, legal guardian or Eligible Pupil:

Apex Learning shall notify Client without unreasonable delay of any breach of security resulting in an unauthorized release of a Client student's personally identifiable information in a Pupil Record, by Apex Learning or its assignees in violation of applicable state or federal law.

7. Apex Learning certifies that Pupil Records will not be retained or available to Apex Learning upon completion of the terms of this Agreement. This certification will be enforced as follows:

As a term of this Agreement, the parties agree that following the expiration or termination of this Agreement, Apex Learning will store Pupil Records for renewed access by Client (*i.e.*, by way of renewal of this Agreement or execution of a subsequent Agreement with Apex Learning) until such time as Client provides written notice to Apex Learning that Client no longer wishes to have Apex Learning provide such ongoing storage. Within a reasonable time period following receipt of any such written notice from Client, Apex Learning will deidentify all such Pupil Records (*i.e.*, modify Pupil Records so that they cannot be used to identify an individual Client student and therefore no longer qualify as "Pupil Records").

- 8. Client agrees to work with Apex Learning to ensure compliance with the federal Family Educational Rights and Privacy Act (if applicable) pursuant to procedures agreed upon by the parties.
- 9. Apex Learning is prohibited from using personally identifiable information in Pupil Records to engage in targeted advertising.



II. 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.

Supporting Documents



Agreement No. 202122-13

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on April 21, 2021, by and between the Downey Unified School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2021, through and including June 30, 2022, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of Board action approving this Agreement are hereby ratified by said Board approval. Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice.

<u>CLIENT DUTIES.</u> District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney two hundred sixty-five dollars (\$265) to three hundred sixty dollars (\$360) per hour for Shareholders and Of Counsel; two hundred forty-five dollars (\$245) to two hundred ninety-five dollars (\$295) for Special Counsel; one hundred ninety-five dollars (\$195) to two hundred sixty dollars (\$260) per hour for Associates; and one hundred thirty dollars (\$130) to one hundred eighty dollars (\$180) per hour for Paralegals and Law Clerks. The rate for Gregory J. Dannis will be four hundred twenty-five dollars (\$425) per hour. Rates for individual attorneys may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services provided. Agreements for legal fees at other than the hourly rate set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney by written notice to Client and shall apply to all services rendered after such notice is given. Substantive communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of one-tenth (.1) of an hour, except for the first such advice in any business day, which is charged in a minimum of three-tenths (.3) of an hour. Actual travel time is charged at the rates above. In the course of travel it may be necessary for Attorney to work for and bill other clients while in transit. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the parties.

OTHER CHARGES. District further agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at \$0.10 per page), postage (only charged if in excess of \$1.00), and computerized legal research (i.e. Westlaw). Any discount received on computerized legal research is passed along to Client by Attorney. District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified.

District further agrees to pay third parties, directly or indirectly through Attorney, for major costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. Upon mutual consent of District and Attorney, District may either advance or reimburse Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs incurred every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District office's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

Christina Aragon
Associate Superintendent, Business Services

DANNIS WOLIVER KELLEY

April 21, 2021

Jonathan A. Pearl
Attorney at Law

At its public meeting of May 11, 2021, the Board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

DOWNEY UNIFIED SCHOOL DISTRICT



II. 36. 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.



Supporting Documents



Agreement No. 202122-14 - LWP Claims Solutions, Inc. - Claims Servicing Agreement - C. Hernand...

CLAIMS SERVICING AGREEMENT

THIS AGREEMENT is made effective on the 1st day of July, 2021, by and between LWP Claims Solutions, Inc., a California Corporation ("Claims Administrator"), and Downey Unified School District ("Client").

WHEREAS, Client would like to retain Claims Administrator to perform certain claims adjustment services on its behalf in connection with claims filed for workers' compensation benefits by Client's employees; and,

WHEREAS, Claims Administrator is in the business of providing claims adjusting and management services and agrees to perform such services under the conditions recited herein.

NOW, THEREFORE, in consideration of these premises and the mutual covenants contained in this Agreement, the parties hereto agree as follows:

ARTICLE 1 - TERM

The term of this Agreement shall commence at 12:01 a.m. on the date first above recited and shall remain in effect until June 30, 2024.

ARTICLE 2 - DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- 2.1. "Allocated Loss Adjustment Expenses": are defined as and include all out-of-pocket expense items pertaining to specific files, such as attorney's fees, medical fee review charges, expert witness fees, fees for independent medical examinations, witnesses' travel expense, extraordinary travel expense incurred by claims administrator at the request of Client, court reporters' fees, transcript fees, the cost of obtaining public records and other similar fees, costs or expenses associated with the investigation, negotiation, settlement or defense of any claim or as required for investigation and pursuit of subrogation on behalf of the Client. Allocated loss adjustment expenses shall be subject to and conformance with all applicable state statutes, laws and regulations.
- 2.2. "Claim": Any demand for the payment of money arising from an incident or report of an incident occurring during the term of this Agreement which alleges or results in injury, damage or loss, which could give rise to a demand for the payment of money, in connection with coverage under the applicable Workers' Compensation statute.
 - 2.3. "Client": Downey Unified School District

ARTICLE 3 - SERVICES PROVIDED

Subject to all other terms and conditions of this Agreement, Claims Administrator shall provide the following services:

- 3.1. <u>Claim Adjustment</u>: Review and conduct investigations of all claims reported to Claims Administrator; secure claims-related services on behalf of Client; attempt to settle claims within the discretionary settlement authority limit; and make recommendations to Client concerning claims which exceed the discretionary settlement authority limit. Administrator shall comply with specified requirements outlined as Addendum III.
- 3.2. <u>Claim Payment</u>: Pay Claim payments, medical expenses, Allocated Loss Adjustment Expenses and Claim settlements within Claims Administrator's discretionary settlement authority limit, or as otherwise authorized by Client, from the Claims payment account funded by Client in accordance with Article 5.
- 3.3. <u>Risk Data Management</u>: Collect, process, and store reports containing risk data on Claims handled by Claims Administrator pursuant to this Agreement. Such reports shall be in a format as mutually agreed by the parties hereto and shall be forwarded as directed by the Client.

ARTICLE 4 - DISCRETIONARY SETTLEMENT AUTHORITY LIMIT

- 4.1. Client grants to Claims Administrator discretionary settlement authority in the amount of \$0 per Claim.
- 4.2. Claims Administrator shall have full discretion to adjust any Claim the settlement value of which, as determined by Claims Administrator in its discretion, is equal to or less than the discretionary settlement authority limit ("DSAL") set forth in Article 4.1 without supervision or direction from the Client and such adjustment and settlement shall be binding upon the Client.
- 4.3 Claims Administrator shall review and investigate any Claims, the settlement value of which Claims Administrator determines to be in excess of its' DSAL, and shall make recommendations to the Client relative to the final disposition of any such Claim. Client is not bound by Claims Administrator's recommendations and shall have input on the final settlement to be paid on such Claims.
- 4.4 Client shall have the right to treat any Claim the settlement value of which is within Claims Administrator's DSAL as requiring the Client's approval prior to final disposition upon reasonable written notice to the Claims Administrator.
- 4.5 The Client shall have the right to revoke the discretionary settlement authority granted in this Article with respect to any individual Claim and treat said Claim as requiring the Client's approval prior to final disposition, provided written notice of revocation is given before Claims Administrator makes any commitment with respect to the disposition of such Claim.

ARTICLE 5 - CLAIMS FUNDING ACCOUNT

Client agrees to establish and maintain a claims funding account as described in Addendum II. Addendum II shall also include the check signature authority of the Claims Administrator for the claims funding account.

ARTICLE 6 - PROPRIETARY RIGHTS

Claims Administrator and Client shall each retain all title, copyright, and other proprietary rights to their respective materials and systems utilized in the performance of services under this Agreement, including, without limitation, computer programs, computer equipment, products, software, designs, modules, formats, risk data record formats, procedures, documentation and internal reports developed or owned by them.

ARTICLE 7 - RELATIONSHIP OF PARTIES AND THIRD PARTIES

- 7.1. Claims Administrator, at all times, shall be an independent contractor, and employees of Claims Administrator shall in no event be considered employees of Client.
- 7.2. Claims Administrator may retain third parties ("Vendor(s)"), including designated managed care services, investigative services and lawyers, as appropriate, to perform claims-related services in connection with the adjustment of any claim referred to Claims Administrator under this Agreement with the approval of Client.

ARTICLE 8 - COMPENSATION

Client shall compensate Claims Administrator for services rendered in accordance with the Fee Schedule attached hereto as Addendum I.

ARTICLE 9 - TERMINATION

- 9.1. This Agreement may be terminated by Client as follows:
 - (a) Upon 10 days prior written notice in the event of a material breach of this Agreement by Claims Administrator that is not cured within thirty (30) days after receipt of notice of such breach.
 - (b) Immediately upon written notice in the event of fraud, gross or willful misconduct by Claims Administrator.
 - (c) For any reason with written 90 days notice to claims administrator.

- 9.2. This Agreement may be terminated by Claims Administrator as follows:
 - (a) Upon 10 days prior written notice to Client in the event of a material breach in this Agreement by Client that is not cured within thirty (30) days after receipt of notice of such breach.
 - (b) Immediately upon written notice in the event of fraud, gross or willful misconduct by Client or the entry of any insolvency, liquidation, conservation or rehabilitation order by a court against Client.
 - (c) Immediately upon written notice in the event of the Client's failure to fund the claims funding account to make claims related payments (i.e. settlement, medical expense, ALAE etc.) as described in Addendum II.
- 9.3. In the event this Agreement is terminated pursuant to Section 9.1 (a) above, Claims Administrator shall return all claim files to Client unless Client elects to have LWP continue to assume responsibility for handling said claims, for a fee agreed upon by LWP and Client. The provisions of this Agreement shall continue to apply to the extent needed for all obligations and liabilities incurred by each party hereunder prior to such termination to be fully performed and discharged by such parties. In the event this Agreement is terminated pursuant to any other provisions of Sections 9.1 or 9.2, it shall terminate on a cut-off basis and Claims Administrator shall have neither the right nor the obligation to continue to administer claims. In the event this Agreement is terminated for any reason other than pursuant to Section 9.1 (b), Client shall not receive a refund or proration of claim administrator's fees for any open claims for which Claims Administrator was compensated.
- 9.4. In the event of a termination of this Agreement, Client shall have the continuing right to take immediate possession of all claims files and other records relating to such claims for which Claims Administrator does not have any further obligations pursuant to this Agreement. In the event Client takes over handling of any or all outstanding claims after termination, Claims Administrator agrees to cooperate with and instruct its employees to cooperate with Client in connection with the Client's handling of such claims.
- 9.5. As soon as practicable after the termination of this Agreement, Claims Administrator shall furnish Client with a final reconciliation of Client's funds in the Account, and any payment shown to be due will be made by the responsible party within 30 days of the date of such reconciliation.
- 9.6 If agreement is terminated for any reason, LWP shall return all data and materials to the District, and shall fully cooperate with any new administrator selected by the District.

ARTICLE 10 - AUDIT RIGHTS

Upon reasonable notice, Claims Administrator shall permit authorized employees and representatives

of Client to audit the claims handling of Claims Administrator, both at its places of business and in the field, in order to evaluate the quality and accuracy of Claims Administrator's employees and operations.

ARTICLE 11 - INDEMNITY AND INSURANCE

11.1. Claims Administrator agrees to indemnify, defend and hold harmless Client and its affiliates, officers, directors, agents and employees from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, arising from or caused by any act or omission, tortious or otherwise, of Claims Administrator or its officers, agents or employees unless such act or omission was undertaken at the direction of or with the consent of Client.

Claims Administrator agrees to reimburse Client for all penalties incurred as a result of Claims Administrators error or omission. Reimburmsent shall be made within 5 business days of payment.

Claims Administrator further understands the critical importance of timely and accurate reporting to the Client's excess carriers and agrees to indemnify Client for any failure to timely report.

- 11.2 Client agrees to indemnify, defend and hold harmless Claims Administrator and its affiliates, officers, directors, agents and employees from and against any and all liability, loss, damage or expense, including extra contractual and punitive damages and attorney's fees, incurred in connection with claims or demands for damages of any nature whatsoever, arising from or caused by any act or omission, tortious or otherwise, of Client or its officers, agents or employees.
- 11.3. Claims Administrator shall, at all times while obligations under this Agreement remain to be performed by Claims Administrator, maintain in force such insurance as are normal and customary or required by law to protect itself and its clients including, as a minimum:
 - 11.3.1 Workers' Compensation Insurance under the laws of the states in which operations are conducted;
 - 11.3.2 Comprehensive General Liability Insurance with limits of not less than \$1 million including contractual liability and personal injury for libel, slander and assault insuring this Agreement and naming the Client as additional insureds (with any per occurrence deductible not to exceed \$50,000);
 - 11.3.3 An Errors and Omissions policy providing coverage in the amount of not less than \$1,000,000 with a per occurrence deductible not to exceed \$50,000; and,
 - 11.3.4 A Fidelity bond or insurance providing coverage for all officers and other employees of Claims Administrator (including "money and securities" coverage) in the amount not less than \$1 million, with a deductible not to exceed \$50,000.

ARTICLE 12 - GENERAL PROVISIONS

- 12.1. This Agreement sets forth the entire understanding of the parties and supersedes any prior agreement or understanding relating to the subject matter hereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.2. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.
- 12.3. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to the conflicts of laws provisions thereof. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or void in any jurisdiction, the other provisions of this Agreement shall remain in full force and effect in that jurisdiction and, to the extent permitted by applicable law, shall be construed in order to effectuate the purpose and intent of this Agreement.
- 12.4. Each notice or other communication referred to in this Agreement shall be given in writing by personal delivery, by a nationwide overnight service such as Federal Express, by Messenger, or by United States certified mail, return receipt requested, postage prepaid at the designated address set forth below or at such other address as such party, by notice to the other party, may designate from time to time:

If to Client:
Christina Aragon
Associate Superintendent
Downey Unified School District
11627 Brookshire Ave.
Downey, CA 90241

If to Claims Administrator: Judy Adlam President and CEO LWP Claims Solutions, Inc 35 Miller Ave #214 Mill Valley, CA 94941

<u>In Witness whereof</u>, the parties hereto have caused this agreement to be executed in duplicate by authorized representatives on the dates hereinafter appearing.

LWP Claims Solutions, Inc.		Downey Unified School District		
ВҮ	Judy adlan	✓ BY	:	
TITLE	Judy Adlam : President & CEO	TITLE	Christina Aragon Associate Superintendent	
DATE	: 4-22-21	DATE	:May 11, 2021	
		6		

ADDENDUM I

FEE SCHEDULE

1. In consideration of the services to be provided hereunder, Client agrees to pay Claims Administrator service fees as follows:

Claims Administration - Life of Contract Claims Administration and Managed Care

Annual Claims Fee

Year 1	\$112,250
Year 2	\$115,056
Year 3	\$117,932

Services will be billed monthly at 1/12th of annual fee.

Services Included in Claims Administration Fee

Claims Administration Designated Account Manager

Claim Review Meetings Litigation Management

Swat Team Claim Intake Reporting to Excess Reinsurer

Trust Accounting Bank Charges (Does not include outgoing ACH)

Preparation and filing of 1099's Storage Fees

Preparation of SIP reports On-Line 5020 Reporting

FROI/SROI Reporting Loss Reports
Medicare Reporting Claims Triage

Ebill

Additional Services

On-Line System Access - up to 3 users Included - \$250 per year per user in excess of 3

users

Data Intake \$5,000

Bill Review Fee

Standard Medical Bill Review Fee Schedule \$8.50 per bill plus PPO Reduction

Reductions

Inpatient or outpatient hospital or surgery center \$300 per bill plus PPO Reduction

PPO Reduction 24% of Reduction below Fee Schedule

Bills not subject to Fee Schedule 24% of Reduction

Managed Care Programs

Case Management

Telephonic Case Management

Field Case Management

\$102 per hour

\$108 per hour + incidentals (including mileage, phone, tolls, parking, etc.)

Utilization Review

Tier 1 - Nurse Review

\$110 Flat Fee

Includes 3 medical request in a single review, set up, phone calls to physician, email notices to adjuster and letters to all parties including network providers. Fee applies to reviews approved by nurse or escalated to physician.

Tier 2 - Physician Review

\$235 plus nurse charge

Includes 3 medical request in a single review.

Pharmacy Review

Subrogation

\$385 plus nurse charge

10% of gross recovery

includes unlimited medical request in o single review.

Medical Provider Network Access (LWP Network)

PPO fee for savings below fee schedule and negotiations

24%

There is no separate charge for medical provider access to LWP's proprietary network. Percentage of savings below fee schedule is the only charge.

Specialized Network Access	(hill review charges do not apply)	
Durable Medical Goods	\$4 per bill network access fee	
Expedited Diagnostic Testing	\$4 per bill network access fee	
Physical Therapy Network	\$4 per bill network access fee	
Pharmacy Benefit Network	\$4 per bill network access fee	

These charges apply only if LWP's programs are utilized.

Other Services	Fee	
Investigation		
Field Investigation	\$88 per hour	
SIU related work	\$98 per hour	
Indexing		
Index and OFAC Reporting (ISO Fee passed through)	\$11.10 per report (2021 fee - reviewed annually)	
Subrogation		

Fee shall not apply to cases where file is referred to subrogation attorney for handling, and shall apply only to cases where recovery is negotiated by LWP staff. Fee shall still apply to cases where counsel is employed ONLY to draft releases, but where LWP did all negotiations.

Lien Resolution

Liens negotiated by LWP Staff

%15 of reduction

Charge does not apply to liens negotiated by defense counsel. Additional fees that may be incurred for liens negotiated directly by defense counsel will be charged to the file as an expense. Charge does not apply to liens that are negotiated as a result of a dispute over a fee schedule and/or a PPO reduction.

LWP makes every effort not to change pricing. Pricing guaranteed for 18 months. Case Management, Utilization Review and Investigation pricing is subject to change with advanced notice after 18 months.

SPHERE Solutions is a division of LWP Claims Solutions, Inc. Ancillary services pricing includes LWP's program management as well as charges for services provided directly by LWP, or by partners selected by LWP. Vendor partners are subject to change with prior notice.

Claim costs allocated to loss:

Indemnity	Death Benefits
Indemnity	Permanent Disability
Indemnity	Temporary Disability
Indemnity	Vocational Rehabilitation

MedicalCase ManagementMedicalDiagnostic TestsMedicalEvaluationsMedicalHospitalizationMedicalMedical MileageMedicalMedical Treatment

Medical Pharmacy

Medical Physical Therapy Medical Physician Charges

Claim costs allocated to expense:

Expense Copy Service (subpoena records)

Expense Defense Attorney Fees

Expense Edex Charges
Expense Index Charges
Expense Investigation

Expense Medical Bill Review Expense Utilization Review

2. Any fees not paid within 30 days shall be subject to interest, accruing daily at a rate equal to prime.

ADDENDUM II

CLAIMS FUNDING ACCOUNT

The claims funding account (the "Account") shall be funded as follows:

Signature Authority

LWP has discretionary authority to name officers, directors or other management staff as signers on this account.

Frequency and method of Funding

LWP expects to request funding on an agreed upon schedule. Additionally, special funds will be requested for payments in excess of an agreed upon threshold. Special Funds threshold and target account balance will be reviewed as needed. LWP will provide the District with documentation to support any requests for modification.

Credits and Recoveries

Shall be applied to the claim file.

Misc. Provisions

None



II. 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.

Supporting Documents



scan0739

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR

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 "LEA," mutually agree as follows:

1. BASIS OF CONTRACT

LACOE's Division of Student Support Services provides a variety of services for school districts within the County of Los Angeles. LEA has requested that LACOE provide Positive Behavior Interventions and Supports (PBIS) consulting and training to District leadership teams, site administrators and coaches as specified in Exhibit A-PBIS Training Scope and Sequence and Service Option selected by the LEA. Service Options to be provided are contained in Attachment 1 and/or Attachment 2, attached hereto, incorporated herein, and made a part hereof. LEA will provide LACOE with a list of all participating schools and notify LACOE if any changes occur. LEA will register workshops via LACOE's Organization Management System (OMS). All work shall be coordinated with LACOE's project director, Sheari Taylor.

2. TERM AND TERMINATION OF CONTRACT

This Contract is effective upon full execution and shall be in effect from July 1, 2021, through June 30, 2022. The Contract may be terminated at LACOE's convenience upon written notification.

3. REVISING SERVICE OPTION

Both parties understand that during the fiscal year, revisions may be made to the **Attachments**. In these instances, LACOE shall issue to LEA a revised **Attachment** to reflect those changes which shall be signed, dated and returned by LEA.

4. COST AND PAYMENT

This Contract contains detailed costs on Attachment 1 and/or Attachment 2. LEA shall make payment to LACOE within thirty (30) days of receipt of invoice.

5. ASSIGNMENT

LEA shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void.

6. INDEMNIFICATION

LEA agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, 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 unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of LACOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless the LEA 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 unless such injury, damage or loss results from

or is connected with the sole negligence or error or omission of the LEA. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

1. INSURANCE

LEA and LACOE shall take out and maintain such general liability, property damage, and workers' compensation insurance as is required to protect their interests, which insurance shall be primary insurance, contributing with and not supplemental to, the coverage that the other party may carry; and, upon request, each party shall provide the other party a certificate of insurance, along with originals of endorsements naming the other party as additional insured.

2. INDEPENDENT CONTRACTOR

While performing its obligations under this Contract, LACOE is an independent contractor and not an officer, employee or agent of the LEA. LACOE shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the LEA.

3. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

4. SEVERABILITY/WAIVER

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

5. COVENANT AGAINST CONTINGENT FEES

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

6. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, District/Public Agency, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

7. TUBERCULOSIS TESTING

Contracting Entity's employees and/or employees of subcontractors must have a current tuberculosis (TB) assessment to determine that the employee is free from active tuberculosis as required by Education Code Section 49406. Those employees whose TB screening test is reactive (positive) shall be required to submit a chest x-ray and a radiological report to rule out active TB.

8. AMENDMENTS

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

9. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

1. FAILURE TO COMPLY

In the event LEA fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

2. ATTORNEY'S FEES

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

3. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. This Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

4. 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 Unit LOS ANGELES COUNTY OFFICE OF EDUCATION 9300 Imperial Highway, ECW-133 Downey, CA 90242-2890 LEA:

Business Office Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

5. NO THIRD PARTY OBLIGATIONS

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

6. ORDER OF PRECEDENCE

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

7. COMPLIANCE WITH LAW

LEA shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. LEA warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by LACOE, provide evidence of same.

8. FORCE MAJEURE

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

LOS ANGELES COUNTY OFFICE OF EDUCATION omissions, and to the extent that they are beyond the party's reasonable control.

9. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

10. INCORPORATION BY REFERENCE

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

11. 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.

12. RECORD RETENTION AND INSPECTION

LEA 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 LEA 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.

13. 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 Los Angeles County Board of Education recognizes the health hazards associated with smoking and the use of tobacco and 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 marijuana products at any time in Los Angeles County Office of Education-owned or leased buildings, on LACOE property and in LACOE vehicles.

14. ALCOHOL AND DRUG-FREE WORKPLACE

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

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, LEA certifies to the best of its knowledge and belief that it and its principals:

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

-	TOTAL STATE OF THE PARTY OF THE	DECEMBER	٧
4	HXHIIIII	DELIBERTER	á
1.	EXECUTION	REQUIREMENTS	,

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

LEA School/District Name:
Downey Unified School District
By: Christina Aragon
Typed or Printed Name
Title: Associate Superintendent, Business Services
Date:

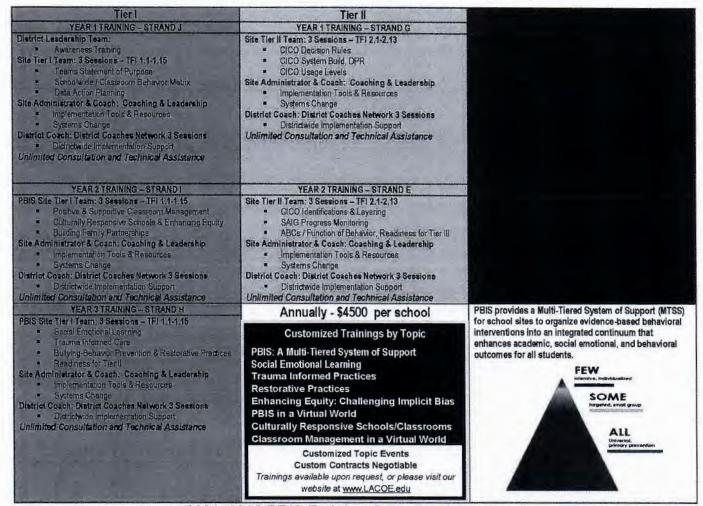
After signature is secured and contract is executed, please return the following:

- A. Signature Page 5 (this page).
- B. Completed and signed Attachment 1 and/or Attachment 2.

Please send via email to:

pbis@lacoe.edu

EXHIBIT A- PBIS TRAINING SCOPE AND SEQUENCE



2021–2022 PBIS Training Scope and Sequence

All Trainings are aligned to the SWPBIS Tiered Fidelity Inventory (TFI) version 2.1

Los Angeles County Office of Education

Last Revised: 1-26-2021

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR Service Options Attachment 1

Positive Behavior Interventions and Supports (PBIS) is a multi-tiered system of supports (MTSS) for school sites to organize evidence based behavioral interventions into an integrated continuum that enhances academic and social behavior outcomes for all students.

The premise of PBIS is that continual teaching, modeling, recognizing, and reinforcing of positive student behavior will reduce unnecessary discipline and promote a positive climate of greater productivity, safety, and learning. PBIS schools apply a multi-tiered approach to prevention, using disciplinary data and principles of behavior analysis to develop school-wide, targeted, and individualized interventions and supports to improve school climate.

1.	LEA/ORGANIZATION (please type or print):		
	Downey Unified S	school District	
2.	LACOE- ASSIGNE	D CONTRACT #: <u>C-20849:2</u>	:22
3.	Multimedia Services	I (please select Option A or B): membership is available to LEA e and is the standard academic	Members with pricing based on a per student discounted pricing as reflected on your custom quote.
[☐ A. Strands A throu	gh I Trainings: Cost \$4,500.	00 per school per year
	-	_(type selected Training Strand	
		_(type number of schools partic	ipating)
>	B. Customized Pres	sentation: (A quote for custom	ized presentation will be provided as Attachment 2.)
4.			
5•	Please provide a school to provide current sinformation about sp	tatt list information so we ma	nool in the categories below. The role of this contact is update accounts, coordinate workshops, distribute contract is for more than three schools, please
	SCHOOL	CONTACT NAME	PHONE NUMBER EMAIL
LOS /	ANGELES COUNTY OFFICE	OF EDUCATION	7 of 9
Atta	chment 1		7 01 5

Name: Tricia Kling	
Title: District PBIS/SEL Coordinator	
Phone: 562-904-6556 (cell: 562-397-7065)	
Email: tkling@dusd.net	
FAX: (562) 469-6515	
Street Address: 11627 Brookshire Ave	
City, State, Zip: Downey Ca 90241	
norized School/District Administrator Signature	Date
i Lyttaker, Controller	Date

MEMBER LIAISON:

1.

LOS ANGELES COUNTY OFFICE OF EDUCATION POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORT (PBIS) CONSULTING AND TRAINING SERVICES 2021-2022 SCHOOL YEAR Quote for Customized Presentation, Attachment 2

LACOE- ASSIGNED CONTRACT #: C-20849:21:22

D: 11 1 7			
. District Team of 6			
. Unlimited Technical Assistance	e Themes/PillarsTRD)		
. Two custom Contract Topics (. Four team meeting dates (TBD	D)		
. Flexibility & Correspondence s	support between DUSD an	d LACOE between meetir	ng dates
D. I.I. CD. IT.	. 10		
. Breakdown of Fees and To			
3			
TOTAL AMOUNT \$ 4500.00			
LIST OF PARTICIPATING	SCHOOLS & CONTACT	S:	
Please provide a school site or provide current staff list informabout special opportunities, separate list providing one	mation so we may update ac etc. If this contract is f	counts, coordinate workshoor more than three so	ops, distribute information
SCHOOL TEAM MEMBER	CONTACT NAME	PHONE NUMBER	EMAIL
TBD (6 Members)			
Authorized School/District Admi	inistrator Signature	_	Date
		_	Date
Terri Lyttaker, Controller			Date



II. 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.

Supporting Documents



scan0740

Operation Jump Start and Downey Unified School District (Downey Collaborative)

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into 2/22/21 (the "Effective Date"), by and between Operation Jump Start (OJS), with an address of 3515 Linden Ave Long Beach CA 90278 (the "Service Provider") and Downey Unified School District, with an address of 11627 Brookshire Avenue, Downey CA 90241, (the "District"), collectively "the Parties."

WHEREAS, the Parties desire to enter into an agreement to pilot a mentoring program for students and volunteer mentors in the Downey community; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

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

- 1. Purpose and Scope. This MOU is a pilot Agreement to test the foundation and structure of a mentoring program for students and volunteer mentors in the Downey community, including: a) identifying and recruiting students and volunteer mentors b) screening, training and matching volunteer mentors c) interviewing students, families and mentors, d) overseeing ongoing matches/participation logs for duration of match and e) pursue funding opportunities to establish program long-term. (See Attachment A for pilot tasks per partner entity).
- 2. Term. This pilot Agreement is of a limited term. It shall commence upon the Effective Date, as stated above, and will continue for one calendar year. This MOU does not establish or create any type of formal agreement or obligation beyond the Agreement term. Instead, it is a pilot agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to piloting a youth mentoring program to serve students in foster care or similar high needs populations.

- 3. Joint Assessment. The Parties shall complete a joint assessment of this pilot program within 9 months of the Effective Date to determine its effectiveness and whether to extend it through an amended or new Agreement.
- 4. Objectives. The Parties agrees as follows:
 - a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
 - b. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
 - c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of establishing the goal of 20-25 matches within the Term to the fullest extent possible.
 - d. This MOU is not intended to create any other obligations by or between the Parties.
 - e. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain the pilot program.
- Termination. This Agreement may be terminated within the Term at any time by either Party upon 28 days written notice to the other party.
- 6. Representations and Warranties. Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 7. Indemnity. The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the active or passive negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

- 8. Insurance. Without limitation to the foregoing indemnification clause, each Party to this Agreement shall procure and maintain at its sole expense, for the duration of this Agreement, insurance, or maintain a program of self-insurance, a Joint Powers Authority mechanism, or a combination thereof, as required below against claims for injury, damage, or loss that may arise from or in connection with the performance or nonperformance of this Agreement.
 - a. Minimum Scope and Limits of Insurance (Coverage shall be at least as broad.)
 - Commercial General Liability insurance which shall include coverage for bodily injury and property damage attributed, but not limited to, premises and operations, contractual liability (including the liability assumed under the indemnification clause in Article 6), independent contractors, and personal injury with a combined single limit of insurance of not less than \$1,000,000 per occurrence.
 - Sexual Abuse or Molestation policy shall be in an amount of no less than three million dollars (\$3,000,000) for sexual abuse or bodily injury.
 - iii. Business Automobile Liability insurance covering the use of owned, non-owned, and hired automobiles by, or on the behalf of, the Parties to this Agreement with a combined single limit of insurance of not less than \$1,000,000 per accident.
 - iv. Workers' Compensation insurance to statutory limits as required by the Labor Code of the State of California, and Employer's Liability insurance with limits of \$1,000,000 per bodily injury by accident or disease. By signing this Agreement, each Party certifies that it is aware of the provisions of Section 3700 et seq., of the California Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before the commencement of this Agreement.
 - v. Each policy shall contain a waiver of subrogation endorsement with respect to each other Party.
 - vi. Each party shall name each other Party signing this Agreement as an additional insured and shall reference this agreement. Each party shall furnish the other with satisfactory evidence of insurance and the additional insured endorsement prior to commencement of this agreement.

- 9. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
- 10.Waiver. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- **11.Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
- 12.Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. The Parties each represent that they have the authority to enter into this Agreement.
- 13.Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State of California, Los Angeles County.
- 14. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

DOWNEY UNIFIED	SCHOOL DISTRICT
Signed:	
By: Christina Aragon	, Associate Superintendent, Business Services
Date: April 20, 2021	
OPERATION JUMP	START
Signed:	

By:Irene Quevedo	
Date: 4/22/2021	
DOWNEY CARES COLLABORATIVE VOL	.UNTEER PARTNER:
VICTOR MANOLO DocuSigned by:	
Signed: Victor Manals	
By: Victor Manalo 2C71B92401FF4E8	
Date:4/30/2021 11:37 AM PDT	

Attachment A

Pilot Partner/Entity Tasks

Operation Jump Start (OJS): Maria Requeno (Volunteer Coordinator):

Clear mentors on live scan system, collect mentor documents, create mentor requirement forms for signature at match meeting, train District reps. (one-time need) on student interview process, interview and match mentors. Virtually train mentors monthly. Track mentor logs entered by volunteer mentors throughout duration of match.

Success measures: participation hours logged/full engagement.

Downey Cares Collaborative: Victor Manolo (Volunteer)

Recruit mentors, log on spreadsheet, send live scan documents/mentor apps to all on spreadsheet, etc.

Downey Unified School District ('NAMES'):

Identify scholars, gather applications, and complete student/family interview. Monitor youth's progress in pilot program.

Success measures: met hourly commitment monthly with mentor/full engagement.

Potential Resource: DCFS: potentially partner with OJS to enhance monthly mentor training session.

Misc.: All partners commit to seeking out funding opportunities for pilot program.



II. 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.

Supporting Documents



21.22-02 Dairy Bid - Board for advertise

DOWNEY UNIFIED SCHOOL DISTRICT

Business Services

DATE: May 11, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FOOD SERVICE DAIRY PRODUCTS

ACTION ITEM

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

Items in this bid will include various types of dairy products used in, and for the preparation of, student meals.

The projected annual cost to the district is \$1,050,000.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



21.22-03 Produce Bid - Board for advertise

Business Services

DATE: May 11, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: FOOD SERVICE PRODUCE PRODUCTS

ACTION ITEM

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

Items in this bid will include various types of fresh produce used in the student meals. The projected annual cost to the district is \$375,000.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



scan0741

Business Services

DATE:

May 11, 2021

TO:

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

FROM:

Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT:

PIGGYBACK BID FOR THE PURCHASE OF PRESCHOOL CLASSROOM FURNITURE – SAN BERNARDINO COUNTY

SUPERINTENDENT OF SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept and approve, where appropriate, the use of a piggyback bid by and between the San Bernardino County Superintendent of Schools and Lakeshore Learning Materials, Carson, for the purchase of preschool classroom furniture as needed for the Early Education Program.

The use of this bid, which has been awarded by the San Bernardino County Superintendent of Schools, will allow the District to take advantage of bid pricing for specific preschool furniture items from Lakeshore without having to go through the lengthy and costly process of formal advertised bidding.

Anticipated expenditures against this bid are estimated at \$80,000.00. The bid is valid for use by other school districts through June 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

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 asneeded basis with the same advantages, terms and conditions.



II. 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.

Supporting Documents



Change Order #2 - American Fidelity Administrative Services, LLC - PO2W-21-167 - ACA Employe..

Business Services

DATE: May 11, 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 ACA EMPLOYEE TRACKING/REPORTING

SERVICES 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*167 to cover the cost of additional ACA employee tracking/reporting services from American Fidelity Administrative Services, LLC. as requested by the Business Services Department.

The Business 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 \$31,463.00 to \$37,463.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



Change Order #2 - Purchase Order #PO2W-21-1379 - Pro-Craft Construction, Inc. - Bottle Filling ...

Business Services

DATE: May 11, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: INSTALLATION OF BOTTLE FILLING STATIONS DISTRICTWIDE

ACTION ITEM

Board of Education approval is requested for Change Order #2 to Purchase Order #PO2W-21*1379 to cover the cost of installation of a District-supplied bottle filling station at the exterior of classrooms 13 and 33 at Sussman Middle School as requested by the Facilities Department.

Administrative Regulation 6360.1 outlines the requirements for the approval of change orders to District contracts and purchase orders. The above change is being requested to cover the cost of installing an additional station.

The above change will increase the value of the Purchase Order from \$21,426.00 to \$22,871.00.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



Notice of Completion - Agreement for Independent Consultant-Professional Services (Construction...

Business Services

DATE: May 11, 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 CARPENTER,

GALLATIN, AND UNSWORTH ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-169 for hazardous materials removal monitoring services for painting work at Carpenter, Gallatin, and Unsworth Elementary Schools, 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 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;



II. 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-208 - FC..

Business Services

DATE: May 11, 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: ROOF REPAIRS AT RIO HONDO ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-208 for repairs to Psychology Office roof at Rio Hondo Elementary School, which received approval at the meeting of November 10, 2020.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-208 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



II. 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.

Supporting Documents



scan0768

Business Services

DATE:

May 11, 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 WILLIAMS

ELEMENTARY SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-236 for hazardous materials removal monitoring services for painting work at Williams Elementary School, which received approval at the meeting of January 12, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for 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;



II. 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.

Supporting Documents



Notice of Completion - Agreement for Independent Consultant-Professional Services (Construction..

Business Services

DATE: May 11, 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 REMOVAL MONITORING SERVICES AT

DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-272 for hazardous materials removal monitoring and oversight for painting projects at Downey High School, which received approval at the meeting of March 9, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for 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



II. 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.

Supporting Documents



scan0743

Business Services

DATE:

May 11, 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 FLAT SCREEN MONITORS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-275 for the installation of flat screen monitors in the innovation labs at Gauldin. Old River, Rio San Gabriel, Imperial and Unsworth Elementary Schools. and Columbus High School, which received Board approval at the meeting of March 9, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-275, 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;



II. 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.

Supporting Documents



Notice of Completion - Agreement for Independent Consultant-Professional Services (Construction...

Business Services

DATE: May 11, 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 WARD AND

PACE ELEMENTARY SCHOOLS

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-276 for hazardous materials removal monitoring services for painting work at Ward and Pace Elementary Schools, which received Board approval at the meeting of March 9, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Independent Consultant/ Professional Services (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



II. 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.

Supporting Documents



Notice of Completion - Agreement for Independent Consultant-Professional Services (Construction..

Business Services

DATE: May 11, 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: INSPECTION AND REMEDIATION SERVICES AT DOWNEY HIGH

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Independent Consultant/Professional Services (Construction Related) No. 202021-300 for inspection and remediation services in the T-portable buildings at Downey High School, which received approval at the meeting of March 9, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for 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



II. 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-310 - Qu.

Business Services

DATE: May 11, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: REMEDIATION SERVICES AT DOWNEY HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-310 for remediation services at Downey High School, which received Board 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. 202021-310 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



II. 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-313 - B&...

Business Services

DATE: May 11, 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: WALK-IN FREEZER REPAIRS AT RIO SAN GABRIEL ELEMENTARY

SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-313 to repair a walk-in freezer unit at Rio San Gabriel Elementary School, which received ratification at the meeting of April 20, 2021.

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

SUPERINTENDENT'S RECOMMENDATION:

ACCEPT as complete Agreement for Construction Services (Small Projects) No. 202021-313 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



II. 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-322 - R&...

Business Services

DATE: May 11, 2021

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

FROM: Christina Aragon, Associate Superintendent, Business Services

Prepared by: Darren Purseglove, Director, Purchasing and Warehouse

SUBJECT: PORTABLE CLASSROOM BUILDING ROOF REPAIRS AT WARREN

HIGH SCHOOL

ACTION ITEM

Board of Education approval is requested to accept as complete Agreement for Construction Services (Small Projects) No. 202021-322 for repairs to roofs on portable classroom buildings E6, E8, E9, E10 and E11 at Warren High School, which received Board 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. 202021-322 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



II. 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.

Supporting Documents



Notice of Completion - Agreement for Construction Services (Small Projects) No. 202021-327 - Big.

Business Services

DATE: May 11, 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: CHARACTER COUNTS! MURAL AT COLUMBUS HIGH

SCHOOL/DOWNEY ADULT SCHOOL

ACTION ITEM

Board of Education approval is requested to 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 building 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. 202021-327, 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



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

Supporting Documents



scan0744

A. Employments (Temporary)

Employee Assignment Salary Rate Service Begins

<u>APPLE DISTINGUISHED SCHOOL APPLICATION</u> – Old River, \$37.30 Per Hour, 2020-21 School Year

De Matta, Sussan Maline, Sarina Neill, Kirsten Roche, Kristina

COVID GAME SUPERVISION - Warren, \$37.30 Per Hour, 2020-21 School Year

Bell, Chad Mojarro, Jenny Schiavo, Mark

DEPARTMENT HEAD - Downey, \$1,074.98 Per Year, 2020-21 School Year

Tikunoff-Jones, Natasha DAT

ELPAC TESTING - District, \$175.00 Per Day or \$37.30 Per Hour, 2020-21 School Year

Calata, Sharon Casillas, Rosa Garcia, Minerva Griffin, Andrea Paz, Eduardo Sandoval, Elizabeth

EVENT PREPARATION - Downey, \$37.30 Per Hour, 2020-21 School Year

Fowler, Golden Lee, Branwyn Harris, Nathan

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins	
EXTRA DUTY - 2020-21 School Year				
Downey Cabrera, Kevin Ellis, Tyler Guier, Kathy Hollington III, Thomas Karzen, Micah Lostetter, Matthew Martinez, David Nunley, Thomas Toledo, Alan Williams, Jack Williams, Steven	Football Assist D. Sports Official Sports Official Football JV Head Sports Official Sports Official Football Assist B. Football Frosh Head Sports Official Football Var. Head Sports Official	\$3,351.00 Per Yea \$200.00 Per Event \$200.00 Per Event \$4,070.00 Per Yea \$200.00 Per Event \$200.00 Per Event \$3,351.00 Per Yea \$200.00 Per Event \$5,584.00 Per Yea \$200.00 Per Event	r r r	
Warren Holder, Jessie Lane, Scott Pearson, Kevin Rodriguez, Eduardo Waldron, Jay Webb, John Webb, John	G. Volleyball JV G. Volleyball Varsity Football Head – ASB B. Cross Country Assist G. Cross Country Head B. Water Polo Head G. Water Polo Head	\$2,783.00 Per Yea \$3,977.00 Per Yea \$4,948.00 Per Yea \$2,008.00 Per Yea \$3,345.98 Per Yea \$3,451.00 Per Yea \$3,451.00 Per Yea	r r r r	
HOME INSTRUCTION - District, \$37.30 Per Hour, 2020-21 School Year				
Tunberg, Alicia				
MASTER TEACHER - 2020-21 School Year				
Reichwein, Cynthia Ruiz, Elisa Farina, Bianca Ferrera, Gretchen Ducros, Kathy Mack, Deanna	CSUF CSUF CSUF USC USC USC	\$125.00 \$125.00 \$250.00 \$350.00 \$350.00 \$350.00	Spring 2020 Fall 2019	

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service Begins

NURSE ON-CALL AFTERSCHOOL PROGRAM - District, \$37.30 Per Hour, 2020-21 School Year

Tran, Phung

PARENT INVOLVEMENT VIRTUAL PLATFORM DEVELOPMENT – Doty, \$37.30 Per Hour

Guzik, Michael

PREP AND PRESENTATION FOR AFTERSCHOOL PROGRAM – District, \$37.30 Per Hour, 2020-21 School Year

Kling, Patricia

<u>SPORTS COVID TESTING DURING SPRING BREAK</u> – District, \$37.30 Per Hour, 2020-21 School Year

Nevarez, Jessica Rael, Diana Tran, Phung

STUDENT COUNCIL ADVISOR - Imperial, \$1,365.00 Per Year, 2020-21 School Year

Chavez, Vicky

STUDENTS OVER NEGOTIATED LIMITS - \$165.00 Per Student, Per Month, 2020-21 School Year

Imperial Houts, Sharon

Old River Avina, Maria King, Lisa

<u>Griffiths</u> Bland-Reisch, Shelly

A. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Begins
			Service

SUBSTITUTE TEACHER - District, \$175.00 Per Day, 2020-21 School Year

Carr, Danielle Garcia, Jasmine Ortiz, Sabrina Saxton, Samantha Schmick, Tammy Sonico, Kendall Zapien, Ruby

SUPERVISION - \$32.90 Per Hour, 2020-21 School Year

<u>Doty</u> McClinton, Marjorie Williamson, Brianna

Sussman
Cabrales, Adan
Catalan, Daniel
Dann, Claire
Guier, Kathy
Paz, Eduardo

Warren Gutierrez, Ruben Rodriguez, Eduardo Singh, Daniel

TECHNOLOGY SETUP - Sussman, \$37.30 Per Hour, 2020-21 School Year

Angulo, Jennifer Arnold, Chad Cabrera, Concha Chan, Isela Chavez, Leslie Diioli, Monique Erro, Nekane

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Service
Begins

TECHNOLOGY SETUP - Sussman, \$37.30 Per Hour, 2020-21 School Year (cont.)

Espeseth, Cindy
Ferera, Gretchen
Gillespie, James
Gonzalez, Neil
Hamano, Jacqueline
Hurst, Ann
Jeong, Esther
Lopez, Daniel
McGregory, Kyndra
Morales, Crystal
Neal, Lorraine
Parsley, Summer
Perkins, Ashley

Perkins, John Reyna, Antonio

Santos, Alejandro

Schmaltz, Jeffrey

Silagyi-Morris, Lynn

Spittell, Christine

Sun, Charlene

Tao, Jayme

Velasco, Margarita

Venegas, David

Weldon, Dawn

TECHNOLOGY SUPPORT - Downey, \$37.30 Per Hour, 2020-21 School Year

Lostetter, Matthew

TRANSLATING IEP - Gauldin, \$37.30 Per Hour, 2020-21 School Year

Gomez, Julio

I. CERTIFICATED

A. Employments (Temporary) (cont.)

Employee Assignment Salary Rate Begins				Service	
	Employee	Assignment	Salary Rate	Begins	

TUTORING - \$37.30 Per Hour, 2020-21 School Year

Price

Arriola, Cynthia Chun, Christina Guerrero, Annabel Konegni, Robin Maxwell, Lance Wade, Laura Yun, Ruth

<u>Unsworth</u> Keele, Brooke

B. Leave of Absence

Employee	From	То	Effective
Cohen, Kristofer	Teacher Doty \$69,547	AB375 – Child Bonding	3/26/21- 4/28/21
Duarte, Evelyn	Teacher – RSP/SDC Sussman \$83,036	AB375 – Child Bonding	4/12/21- 6/01/21
Hocking, Allegra	SLP Special Education \$62,949	AB375 – Child Bonding	4/30/21- 6/01/21
Mercure-Fitzl, Richelle	Teacher Downey \$103,354	FMLA W/O Pay	5/14/21- 6/01/21
Miyahara, Samantha	Teacher – Athletic Dir. Warren \$91,733	AB375 – Child Bonding	4/12/21- 6/01/21

I. CERTIFICATED

B. Leave of Absence (cont.)

Employee	From	То	Effective
Valladarez, Jazmin	Teacher Williams \$89,116	AB375 – Child Bonding	2/22/21- 5/21/21
	C. Reassignme	ents	
Employee	From	То	Effective
Acosta Munoz, Luz	AB375 – Child Bonding	Teacher – RSP Griffiths \$72,162	5/03/21
Gomez, Susan	AB375 – Child Bonding	Teacher Carpenter \$78,687	4/19/21
Nikovo, Ashley	AB375 – Child Bonding	SLP Special Education \$89,561	4/19/21
Perez, Rachel	AB375 – Child Bonding	Teacher DHH \$84,748	4/26/21
Vargas-Aguilar, Jessenia	AB375 – Child Bonding	Teacher Griffiths \$84,757	4/19/21
	D. Termination	<u>ns</u>	
Employee	Assignment	Effective	Reason
Porter, Sandra	Teacher Warren \$78,227	6/02/21	AR4145 – Early Retirement

I. CERTIFICATED

D. Terminations (cont.)

Employee	Assignment	Effective	Reason
Swancoat, Mark	Teacher Downey \$120,115	6/02/21	AR4145 – Early Retirement
Taylor-Sabo, Melissa	Teacher – Life Skills Doty \$93,902	6/01/21	Voluntary Resignation
Warhurst, Grant	Teacher Downey \$120,115	6/02/21	AR4145 – Early Retirement
Warhurst, Heidi	Teacher Downey \$109,253	6/02/21	AR4145 – Early Retirement

A. Employments (Regular)

Employee	Assignment	Salary Rate	Service Begins
Campos, Ciara	Instruct. Media Tech.	\$3,985.00 mo.	04/26/21
(New Position)	Imperial	(62.5%)	
Martinez, Lilia	Inter. Clerical Asst.	\$3,437.00 mo.	04/26/21
(Rpl. H. Baldelomar)	Gallatin	(100%)	
Quintana, Marlena	Sr. Accounting Asst.	\$4,608.00 mo.	04/12/21
(Rpl. L. Giasson)	Financial Services	(100%)	
Solis, Jessica	Sr. Accounting Asst.	\$3,985.00 mo.	05/03/21
(Rpl. B. Egurvide)	Financial Services	(100%)	

STUDENT SUPERVISION ASSISTANT - \$14.000 Per Hour, 03/26/21, 3.5 Hours

Carpenter

Diaz, Annette Mata, Stephanie Moya, Griselda Parra, Nadia

Gallatin

Estrada, Chantelle Rodriguez, Lourdes Rosales, Benita

Gauldin

Delgado, Maria Montes, Imari Ramirez, Priscilla

Imperial

Anderson, Kathleen Bejines, Brittany Fernandez, Naheli Herrera, Aaron Munguia, Ana Sepulveda, Amaya Valdez, Genavie

A. Employments (Regular) (cont.)

		Salary	Service
Employee	Assignment	Rate	Begins

STUDENT SUPERVISION ASSISTANT - \$14.000 Per Hour, 03/26/21, 3.5 Hours (cont.)

Lewis

Arias, Rita

Kostanian, George

04/26/21

Lopez, Lisseth

Salcedo, Stella

Serpas, Emma Todd, Nancy

04/26/21

Old River

Bodine, Kelly

Gumino, Kimberly

Valenzuela, Erika

Velazquez, Maria

Villarreal, Martha

Price

Cota, David

Macias, Fabiola

Ortiz Ontiveros, Reina

Soria, Miriam

Velazquez, Francisco

Rio Hondo

Chauhan, Gurdeep 3.38 Hours
Corona, Rosa 3.42 Hours
Cruz, Anel 3.35 Hours
Patel, Urmilabahen 3.15 Hours
Sy, Kimberly 3.42 Hours

Rio San Gabriel

Ballon, Nancy

Campos, Karla

Estrella, Maria

Reynoso, Vanessa

Rodriguez Rocha, Norma

Velazco, Araceli

A. Employments (Regular) (cont.)

Employee Assignment Rate Begins			Salary	Service
	Employee	Assignment	Rate	Begins

STUDENT SUPERVISION ASSISTANT - \$14.000 Per Hour, 03/26/21, 3.5 Hours (cont.)

<u>Unsworth</u>

Hernandez, Leticia Sanchez, Anna

Ward

Castillon, Flor Dodson, Laverne Guadarrama, Ana

Williams

Orozco, Michelle Sanchez, Yobana Torres, Inez Torres, Mariela

B. Employments (Temporary)

Employee	Assignment	Salary Rate	Service Begins
Ahumada, Susana (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	04/15/21
Aldana, Maria (Substitute)	Inter. Clerical Asst. Varies	\$19.362 hr.	04/12/21
Alexander, Raven (Substitute)	Custodian Varies	\$19.747 hr.	04/01/21
Borlongan, Matthew	Fresh. Water Polo Coach Downey High	Not to exceed \$1,193.00	12/19/20- 03/20/21
Carrillo, Christopher	Boys' Water Polo Coach Warren High	Not to exceed \$2,035.00	08/12/20- 03/20/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Carrillo, Christopher	Girls Water Polo Coach	Not to exceed	08/12/20-
	Warren High	\$2,035.00	03/20/21
Echiveste, Claudia (Substitute)	Inter. Clerical Asst. Varies	\$19.829 hr.	04/16/21
Garcia-Flores, Edward (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	04/13/21
Garcia-Flores, Edward (Substitute)	Sr. Instruct. AsstSL Varies	\$18.883 hr.	04/12/21
Gimenez, Ayelen	Fresh. Water Polo Coach	Not to exceed	12/21/20-
	Downey High	\$2,071.00	03/20/21
Gonzalez, Jr., Anthony (Substitute)	Sr. Instruct. AsstSL Varies	\$18.883 hr.	03/29/21
Gutierrez, Emily	Asst. Cross Country Coach	Not to exceed	08/12/20-
	Warren High	\$1,973.00	03/27/21
Hahn, Christopher	JV Volleyball Coach	Not to exceed	12/19/20-
	Downey High	\$2,783.00	03/20/21
Kosarich, John	Cross Country Coach	Not to exceed	12/26/20-
	Downey High	\$3,346.00	03/20/21
Perez, Patricia (Substitute)	Inter. Clerical Asst. Varies	\$19.362 hr.	04/21/21
Puga, Jorge	Asst. Cross Country Coach	Not to exceed	12/26/20-
	Downey High	\$2,008.00	03/20/21
Ramirez, Ramon	Head Cross Country Coach	Not to exceed	08/12/20-
	Warren High	\$3,288.00	03/27/21
Requena, Jr., Fernando (Substitute)	Sr. Instruct. Asst. Varies	\$17.994 hr.	03/29/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
Ricketts, Federico	Boys' Water Polo Coach	Not to exceed	08/12/20-
	Warren High	\$2,374.00	03/20/21
Ricketts, Federico	Girls Water Polo Coach	Not to exceed	08/12/20-
	Warren High	\$2,374.00	03/20/21
Sanchez, Alondra (Working out of class as needed)	Inter. School Office Mgr. Sussman	\$4,391.00 mo.	04/15/21
Sanchez, Patricia (Working out of class as needed)	School Office Mgr. Lewis	\$4,500.00 mo.	04/26/21
Sonico, Kendall	Fresh. Volleyball Coach	Not to exceed	08/12/20-
	Warren High	\$2,345.00	03/27/21
Villa, Uriel	Fresh. Water Polo Coach	Not to exceed	12/21/20-
	Downey High	\$1,035.50	03/20/21
Villa, Uriel	Boys' Water Polo Coach	Not to exceed	12/21/20-
	Downey High	\$3,451.00	03/20/21
Villa, Uriel	Girls Water Polo Coach	Not to exceed	12/21/20-
	Downey High	\$3,451.00	03/20/21
Williams, Christopher (Substitute)	Groundskeeper Varies	\$24.070 hr.	04/03/21

<u>STUDENT SUPERVISION ASSISTANT (Extra Duty)</u> – Downey High, \$14.000 Per Hour, 04/15/21-04/30/21

Buzzeo, Martin Gasca, Yazmin Massey, Damien Mendez, Rene Rojas, Adriana

03/15/21-05/31/21

B. Employments (Temporary) (cont.)

Employee	Assignment	Salary Rate	Service Begins
STUDENT SUPERVISION	N ASSISTANT (Substitute)	– \$14.000 Per Hour,	03/29/21
Abrajan, Edith Alberto de Gudino, Blanca Edge, Seth Fernandez, Naheli Garcia, Rodolfo Messer, David Olivas, Stephanie Volivitch, Jeffrey Weyers, Madeline			04/19/21 03/26/21 04/12/21 04/13/21 04/22/21

C. Change of Assignment

Employee	From:	То:	Effective
Anderson, Carnel (Location Transfer) (Rpl. S. Ruiz)	Sr. Instruct. AsstBC Warren High \$3,985.00 mo. (81.25%)	Sr. Instruct. AsstBC Stauffer \$3,985.00 mo. (81.25%)	04/19/21
Bejines, Brittany (Working out of class in Limited-Term assignment)	Student Supv. Asst. Imperial \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Imperial \$18.883 hr. 5 Hours	03/26/21- TBD
Casillas, Alejandra (Working out of class in Limited-Term assignment)	Food Service Asst. II Doty \$19.338 hr. 5 Hours	Food Service Supv. I Gauldin \$20.780 hr. 7.5 Hours	04/13/21- 04/20/21
Mata, Stephanie (Working out of class in Limited-Term assignment)	Student Supv. Asst. Carpenter \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Carpenter \$18.883 hr. 5 Hours	03/26/21- 05/28/21

C. Change of Assignment (cont.)

Employee	From:	То:	Effective
NK9110605	Paid Admin. Leave	Sr. Instruct. AsstBC Warren High \$3,985.00 mo. (81.25%)	04/19/21
Ramirez, Veronica (Working out of class in Limited-Term assignment)	Food Service Asst. Gauldin \$18.894 hr. 3 Hours	Food Service Asst. II Gauldin \$20.308 hr. 4 Hours	04/13/21~ 04/20/21
Reynoso, Paula (Location Transfer) (New Position)	Student Supv. Asst. Educational Svcs. \$13.000 hr. 3 Hours	Student Supv. Asst. Carpenter \$14.000 hr. 3.5 Hours	03/26/21
Rios, Carla (Location Transfer) (Rpl. N. Salinas)	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	Lead Food Svc. Asst. Warren High \$20.844 hr. 7 Hours	04/12/21
Salinas, Nelly (Location Transfer) (Rpl. C. Rios)	Lead Food Svc. Asst. Warren High \$20.844 hr. 7 Hours	Lead Food Svc. Asst. Stauffer \$20.844 hr. 7 Hours	04/12/21
Sanchez, Yobana (Working out of class in Limited-Term assignment)	Student Supv. Asst. Williams \$14.000 hr. 3.5 Hours	Instruct. Media Tech. Williams \$18.883 hr. 5 Hours	03/26/21- TBD
Simpson, Jr., Ronald (Working out of class in Limited-Term assignment)	Custodian Operations \$4,145.00 mo. (100%)	Utility Worker Stauffer \$4,392.00 mo. (100%)	10/21/21- 06/30/21
Walton, James (Working out of class in Limited-Term assignment)	Grounds Equip. Oper. Operations \$4,609.00 mo. (100%)	Grounds Team Lead. Operations \$4,957.00 mo. (100%)	04/01/21- 04/11/21

D. Leaves of Absence

Employee	Assignment	Effective	Reason
Gomez, Maria R.	Sr. Instructional Asst. Stauffer	05/07/21- 05/31/21	Personal Business W/OUT PAY
Hernandez, Gloria	Campus Security Asst. Downey High	04/25/21- 05/28/21	Personal Business W/OUT PAY
JG9058617	Lead Food Service Asst.	03/30/21-	Unpaid Admin.
	Warren High	04/01/21	Leave
Madrigal, Erika	Sr. Instruct. AsstBC	04/12/21-	AB2393-Child
	Downey High	05/28/21	Bonding Leave
Navarro, Lorraine	Inter. Clerical Asst.	04/02/21-	FMLA/
	Special Education	04/30/21	CFRA
Oganesian, Srboui	Food Service Asst. Downey High	05/03/21- 05/28/21	Personal Business W/OUT PAY
De Sena, Leysa	Sr. Instruct. AsstS/MH	04/26/21-	AB2393-Child
	Doty	05/28/21	Bonding Leave
Worthy, Scott	Database Administrator	04/12/21-	AB2393-Child
	Technology & SIS	04/16/21	Bonding Leave

E. Terminations

Employee	Assignment	Effective	Reason
Black, Andrew	Asst. Dir. Tech. & SIS Technology & SIS	05/01/21	Voluntary Resignation
Casas, Susana	Sr. Instruct. AsstSL DHH Program	04/10/21	Voluntary Resignation

E. Terminations (cont.)

ceased
untary signation
ly irement 5245
untary signation
ly irement
untary signation
vice irement



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-SIGN LANGUAGE)

ACTION ITEM

We have received a request from Cindy Rodriguez, Assistant Principal, DHH Program, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Sign Language. This new position is being created to support the special needs of a new Deaf and Hard of Hearing student per the students IEP requirements.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-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.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of one new 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.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT:

ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT)

ACTION ITEM

We have received a request from Cindy Rodriguez, Assistant Principal, DHH Program, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant. This new position is being created to support the special needs of a new Deaf and Hard of Hearing student per the students IEP requirements.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant, assigned to the DHH Program, six hours per day, ten months per year, at range 105, \$3,119 - \$3,981 per month, effective December 2, 2020.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (INSTRUCTIONAL

ASSISTANT-MASSAGE THERAPY)

ACTION ITEM

We have received a request from Blanca Rochin, Principal, Downey Adult School, to establish one new position with duties corresponding to the current classification of Instructional Assistant-Massage Therapy. This new position is being created to support the students enrolled in the Massage Therapy program.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Instructional Assistant-Massage Therapy. assigned to Downey Adult School, four and three-guarter hours per day. eleven months per year, at range 95, \$2,974 - \$3,613 per month, effective February 18, 2021.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (COMMUNICATIONS

SPECIALIST)

ACTION ITEM

The Office of the Superintendent has requested that one new position with duties corresponding to the current classification of Communications Specialist be established. This new position is being added to assist in the planning, organizing and execution of a variety of programs, projects and activities related to the District's public relations and public information efforts.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of 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.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 60. RATIFY the establishment of 83 Student Supervision Assistant positions, effective March 26, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Personnel Services / Personnel Commission

DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF 83 NEW POSITIONS (STUDENT SUPERVISION

ASSISTANTS)

ACTION ITEM

With the return of the District's students to in-person learning, staff has been requested to establish the following positions:

Student Supervision Assistant 17.5 hrs./week

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of 83 Student Supervision Assistant positions, effective March 26, 2021.

SUPERINTENDENT'S RECOMMENDATION:

RATIFY the establishment of 83 Student Supervision Assistant positions, effective March 26, 2021.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (SENIOR INSTRUCTIONAL

ASSISTANT-BEHAVIORALLY CHALLENGED)

ACTION ITEM

We have received a request from Tamara Quinn, Program Administrator. Special Education, to establish one new position with duties corresponding to the current classification of Senior Instructional Assistant-Behaviorally Challenged. This new position is being created to support the special needs of a student at Ward Elementary School per the students IEP.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Senior Instructional Assistant-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.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW LIMITED-TERM POSITION (SENIOR

PERSONNEL TECHNICIAN)

ACTION ITEM

We have received a request from Alyda Mir, Assistant Superintendent, Certificated Human Resources, to establish one new limited-term position with duties corresponding to the current classification of Senior Personnel Technician. This position is needed to provide additional clerical support to the Certificated Human Resources office.

Therefore, it is recommended that the Board of Education be requested to 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 day, at range 115, \$4,181 - \$5,080 per month, effective March 29, 2021 through September 30, 2021.

SUPERINTENDENT'S RECOMMENDATION:

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 day, at range 115, \$4,181 - \$5,080 per month, effective March 29, 2021 through September 30, 2021.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (FACILITIES

CONSTRUCTION COORDINATOR)

ACTION ITEM

We have received a request from Vince Madsen, Senior Director, Facilities Planning & Development, to establish one new position with duties corresponding to the current classification of Facilities Construction Coordinator. This new position is being added to assist in the development and maintenance of department/program goals, establish staff and community updates, and coordination of school site needs to meet the District's long term master plan.

Therefore, it is recommended that the Board of Education be requested to ratify the establishment of one new position with duties corresponding to the current classification of Facilities 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.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 64. APPROVE the establishment of 13 Instructional Media Technician positions, effective May 12, 2021.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Personnel Services / Personnel Commission

DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF 13 NEW POSITIONS (INSTRUCTIONAL MEDIA

TECHNICIAN)

ACTION ITEM

With the adoption of 1:1 devices for the District's students there is a need for technology support at the elementary school sites. These positions will support students and staff in the lower level technology challenges and staff has been requested to establish the following positions:

Instructional Media Technician

25 hrs./week

Therefore, it is recommended that the Board of Education be requested to approve the establishment of 13 Instructional Media Technician positions, effective May 12, 2021.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the establishment of 13 Instructional Media Technician positions, effective May 12, 2021.



II. 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.

Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

SUBJECT: ESTABLISHMENT OF ONE NEW POSITION (MAINTENANCE

ELECTRONICS TECHNICIAN)

ACTION ITEM

We have received a request from Chris Nezzer, Chief Technology Officer, to establish one new position with duties corresponding to the current classification of Maintenance Electronics Technician. This new position is being created to provide additional support in the installation, maintenance and repair of the Districts audio, video, telecommunication, electronic, and electro-mechanical equipment.

Therefore, it is recommended that the Board of Education be requested to 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.

SUPERINTENDENT'S RECOMMENDATION:

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.



II. 66. APPROVE the duties of the Early Learning Assistant as attached, effective May 12, 2021.



Supporting Documents



DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

Prepared by Jaimie Valdez, Personnel Analyst

SUBJECT:

ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION -

EARLY LEARNING ASSISTANT

ACTION ITEM

In response to the work of the Enrollment Committee, the District wants to implement an Early Learning Program. Staff worked with the Director of Instructional Support Programs to create the proposed classification of Early Learning Assistant in preparation of the new early learning program at Downey Unified School District. Staff recommends creating this new position to provide classroom support to the Instructor and students.

It will be recommended at the Personnel Commission meeting on May 19, 2021, that the salary placement of this new classification be set at Range 95 (\$17.16 - \$ 20.84 per hour) on the Classified Unit I Salary Schedule.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties of the Early Learning Assistant as attached, effective May 12, 2021.

DOWNEY UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION CSEA UNIT I



CLASS TITLE: EARLY LEARNING ASSISTANT

BASIC FUNCTION:

Under direct supervision of assigned administrator, participates in daily classroom and activity set-up, preparation and clean-up; assists in supervising and monitoring children's activities; interacts with children and encourages positive learning in assigned areas; assists in maintaining a clean and safe learning environment; and performs related duties as assigned.

REPRESENTATIVE DUTIES:

Assists in supervising and monitoring children's activities in the classroom and playground; under instructor's direction, guidance and supervision, works and interacts with individual or small groups of children in classroom on assigned learning activities or projects to encourage positive learning. *E*

Organizes, distributes and collects supplies and materials; prepares reading books and materials for children to take home; prepares, duplicates and/or laminates a variety of materials. ${\it E}$

Participates in daily classroom and activity set-up of equipment, learning materials, toys; puts away equipment and toys and/or monitors parent volunteers and children to ensure that classroom toys, materials and equipment are put away and appropriately organized. *E*

Assists in maintaining a clean and safe learning environment; checks the classroom and playground to ensure cleanliness and safety; supervises children to prevent injuries; cleans and washes toys, equipment, supplies and materials, as required. *E*

Assist with personal hygiene needs of students such as assisting with snack and lunch; washing children's hands and faces as needed; assist with rest and nap periods and toileting. *E*

Assure the health safety, and well-being of students by following District established health and safety practices and regulations. *E*

Collect notes and data and assist in performing a variety of instructional and clerical duties as assigned by the classroom instructor. **E**

REPRESENTATIVE DUTIES: (Continued)

Participate in meetings and in-service training programs, as assigned. ${\it E}$

Monitor the health of preschool students and administer basic first aid, perform other health and safety related functions. \boldsymbol{E}

Assist the instructor with the inventory of classroom supplies and furniture, materials and food inventory; assist in monitoring furniture and supplies meet health and safety guidelines. \boldsymbol{E}

Accompany class on field trips and other special activities. E

Perform related duties as required.

Note: At the end of some of the duty statements there is an "E" which identifies essential duties required of the classification.

New Classification, May 2021, D.U.S.D.



II. 67. APPROVE the duties of the Early Learning Instructor as attached, effective May 12, 2021.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Office of Classified Human Resources / Personnel Commission

DATE:

May 11, 2021

TO:

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

FROM:

BethAnn Arko, Director, Classified Human Resources

Prepared by Jaimie Valdez, Personnel Analyst

SUBJECT:

ESTABLISH DUTIES FOR PROPOSED NEW CLASSIFICATION -

EARLY LEARNING INSTRUCTOR

ACTION ITEM

In response to the work of the Enrollment Committee, the District wants to implement an Early Learning Program. Staff worked with the Director of Instructional Support Programs to create the proposed classification of Early Learning Instructor in preparation of the new early learning program at Downey Unified School District. Staff recommends creating this new position to be responsible for implementing the approved curriculum.

It will be recommended at the Personnel Commission meeting on May 19, 2021, that the salary placement of this new classification be set at Range 150 (\$3,886 - \$4,726 per month) on the Classified Unit I Salary Schedule.

SUPERINTENDENT'S RECOMMENDATION:

APPROVE the duties of the Early Learning Instructor as attached, effective May 12, 2021.

DOWNEY UNIFIED SCHOOL DISTRICT PERSONNEL COMMISSION CSEA UNIT I



CLASS TITLE: EARLY LEARNING INSTRUCTOR

BASIC FUNCTION:

Under the direction of the assigned administrator, plan, organize and implement the approved curriculum for the development of children enrolled in the district preschool program; provide supervision, care and learning activities to preschoolage children in a classroom environment.

REPRESENTATIVE DUTIES:

Prepare, organize, and implement lesson plans and instructional activities; implement developmental assessment programs; develop goals and objectives consistent with student needs. *E*

Establish, implement and reinforce classroom rules; supervise classroom activities and monitor and maintain discipline; establish standards of appropriate student behavior for the purpose of achieving effective participation in activities; provide a safe and optimal learning environment. *E*

Prepare and maintain a variety of records, reports, files, and program materials for the purpose of, but not limited to, documenting activities, issues and meeting compliance requirements. *E*

Coordinate communication with parents by phone, correspondence and meetings as appropriate; answer questions and provide information to parents concerning child's progress, issues, classroom activities or other related matters; prepare and conduct formal and informal parent/teacher conferences. *E*

Provide training and work direction to assistants and volunteers; Provide input for evaluations as requested. $\boldsymbol{\mathcal{E}}$

Establish and implement procedures for limiting the spread of infectious disease; disaster preparedness measures and emergency procedures; train parents, children and support staff in use of these procedures. *E*

Monitor the health of preschool students and administer basic first aid, perform other health and safety related functions; notify appropriate personnel of health-related issues as necessary. *E*

REPRESENTATIVE DUTIES: (Continued)

Assure appropriate classroom supplies and furniture, materials and food inventory are maintained for the purpose of ensuring a balance between budget and program needs are met; ensures proper furniture and supplies meet health and safety guidelines. *E*

Participate in a variety of training and meetings such as workshops, conferences, and courses for the purpose of conveying and/or gathering information required to perform functions. *E*

Plan and schedule field trips, speakers and other special activities and projects. E

Implements parent education program (e.g. orientation, small group discussions, resources, etc.) for the purpose of encouraging parent involvement and providing leadership to the program. \boldsymbol{E}

Perform related duties as required.

Note: At the end of some of the duty statements there is an "E" which identifies essential duties required of the classification.

New Classification, May 2021, D.U.S.D.



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

Supporting Documents



Resolution Staff Appreciation

DOWNEY UNIFIED SCHOOL DISTRICT

Resolution No. 202021-17

IN RECOGNITION OF DOWNEY UNIFIED STAFF APPRECIATION WEEKS May 10 through May 28, 2021

WHEREAS, the California State Legislature recognizes the professional dedication of school employees by specifying National Teacher Appreciation Week, California Day of the Teacher, School Nutrition Employee Week, National School Nurse Day, and Classified Employee Week during the month of May; and

WHEREAS, the Board of Education has the utmost respect and admiration for the District's professional certificated, classified, confidential and administrative staff who dedicate their talents to the education of our children, our world's most precious resource; and

WHEREAS, the Board of Education recognizes the truly vital role of all staff in realizing its vision that all students graduate with a 21st Century education that ensures they are college and career ready, globally competitive and citizens of strong character, and recognizes that the quality of all students' education experience depends upon the adults who interact with them each day; and

WHEREAS, particularly during this pandemic year, the Board of Education commends all employees for their resilience, innovation, and unending dedication to students, and for going above and beyond the already outstanding commitment they make during normal times; and

WHEREAS, it is timely and appropriate that we recognize this extraordinary endeavor exercised by our community of dedicated educators and employees; that we set aside a moment to express gratitude for their place in our students' lives; that we appreciate the unique gifts of those who impart knowledge and integrity; and that we laud the individual and combined efforts of all those whose work is serving students.

NOW, THEREFORE, BE IT RESOLVED that the Downey Unified School District Board of Education hereby acknowledges and proclaims the weeks of May 10 through May 28 as "Downey Unified Staff Appreciation Weeks."

PASSED AND ADOPTED by the Governing Board this 11th day of May, 2021.

BOARD OF EDUCATION
DOWNEY UNIFIED SCHOOL DISTRICT

D. Mark Morris

President



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



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE:

May 11, 2021

TO:

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

FROM:

Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education Prepared by: John Harris, Director, College and Career Readiness and

Karlin LaPorta, Teacher Specialist

SUBJECT: 2021-22 PROPOSED COURSE OF STUDY FOR HIGH SCHOOL

ACTION ITEM

The Board of Education is requested to approve the 2021-22 Proposed Course of Study for the high schools.

HIGH SCHOOL

The proposed Course of Study at the high school level in the 2021-22 school year includes recommendations from the Curriculum Committee in the areas of Interdisciplinary and Visual and Performing Arts.

- 1. Within the Interdisciplinary Department, add Advanced Makeup Artistry, Computer Science Essentials, Food Science, Dietetics and Nutrition Capstone, Game Programming I, Intermediate Makeup Artistry, Machining and Forming Technologies I, and Welding and Materials Joining I.
 - a. Advanced Makeup Artistry is the second year-long course in the Makeup Artistry pathway. This course is directed at acquiring concepts based on the study of reallife forms and structure, analyses of anatomy and adaptive changes, comprehensions of remodeling characters through makeup products and prosthetics. and skills to transform character personas to storylines for the film and media industry. This course meets the University of California (f)-list visual and performing arts entrance requirements.
 - b. Computer Science Essentials is a year-long Project Lead the Way (PLTW) course that will expose students to a diverse set of computational thinking concepts, fundamentals, and tools, allowing them to gain understanding and build confidence. Students will use

visual, block-based programming and seamlessly transition to text-based programming with languages such as Python to create apps and develop websites and learn how to make computers work together to put their design into practice. This course meets the University of California (d)-list science entrance requirements.

- c. Food Science, Dietetics and Nutrition Capstone is the second year-long course in the Food Science, Dietetics and Nutrition pathway. This course prepares students for employment in occupations in the food science and technology, dietetics, and nutrition industries. Students will develop skills to utilize dietary and food guidelines in menu planning and food preparation to meet individual's diverse dietary and nutritional needs. This course is designed to meet the University of California (g)-list elective entrance requirements.
- d. Game Programming I is the first year-long course in a new Game Development and Simulation pathway. This course explores game development (C# programming), game design (characters, plot, writing, etc.), and game building software (Unity). Students will learn skills and techniques to produce portfolio-level projects through using industry-developed sprites and games. This course allows students to work in teams to develop games or simulations. This course is designed to meet the University of California (d)-list science entrance requirements.
- e. Intermediate Makeup Artistry is the first year-long course in the Makeup Artistry pathway. This course introduces the fundamentals of career development in the beauty industry. Students develop a basic knowledge, appreciation, perspective, interpretation and creation of diverse forms of makeup applications, focusing on skincare and facial manipulations. The class is structured to familiarize students with the makeup industry, technical instruction, and practical operations. This course is designed to meet the University of California (g)-list elective entrance requirements.

- f. Machining and Forming Technologies I is the first yearlong course in a new Machining and Forming Technologies pathway. This course is designed as a survey of machine tool technology. Student focus is on traditional machine tool technologies. Coursework includes set-up and operation of the engine lathe, the milling machine, the drill press, and sawing and cutoff machines. This course is designed to meet the University of California (g)-list elective entrance requirements.
- g. Welding and Materials Joining I is the first year-long course in a new Welding pathway. The course is designed to familiarize students with the history, principles, and practices of the welding industry and their relationship to our economy and society. Emphasis is placed on technical and practical applications of metal cutting, brazing and soldering, shielded metal arc, gas metal arc, flux cored arc, and gas tungsten arc welding processes, shop and field safety practices, weld testing and welding metallurgy. This course is designed to meet the University of California (g)-list elective entrance requirements.
- 2. Within the Visual and Performing Arts Department, add *Mariachi*.
 - a. This course is designed to assist students with developing and enhancing professional musicianship skills through the study of music composed expressly for Mariachi Ensembles. In this setting, the ability to learn an instrument with basic technical proficiency will be emphasized in preparation for a career in mariachi in real world settings. This course meets the University of California (f)-list visual and performing arts entrance requirements.

SUPERINTENDENT'S RECOMMENDATION:

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

HIGH SCHOOL COURSE OF STUDY, 2021-22

INTERDISCIPLINARY

Course Title: Advanced Makeup Artistry (10 Credits)

Grade Level: 10, 11, 12

Prerequisites: Intermediate Makeup Artistry

Course Description:

In Advanced Makeup Artistry, the visual and performing arts subject requirements will be addressed by providing students with a depth and breadth of knowledge in the arts disciplines. With newly acquired understanding students develop appreciation, perspective. interpretation, and creation of diverse forms of art, i.e., application of makeup mediums such as latex, gelatins, plastics, and creation of aging or injury effects. This course is directed at acquiring concepts based on the study of real-life forms and structure, analyses of anatomy and adaptive changes, comprehensions of remodeling characters through makeup products, and skills to transform character personas to storylines. Students in this course will have a hands-on experience to apply fundamental use of and safe handling of prosthetic applications. They will learn to translate information into visual terms and demonstrate an understanding of ingredient technology, physiology, and history as they create characters and relate them to scripts in the film industry. Foundational content is based upon California Arts Standards for Public Schools. Kindergarten Through Grade Twelve (Arts Standards), This course meets the University of California (f)-list visual and performing arts entrance requirements.

Course Title: Computer Science Essentials [PLTW] (10 Credits)

Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Computer Science Essentials is a year-long course with emphasis on computational thinking and collaboration that provides an excellent entry point for students to begin or continue the PLTW Computer Science pathway. Computer Science Essentials will expose students to a diverse set of computational thinking concepts, fundamentals, and tools, allowing them to gain understanding and build confidence. Students will use visual, block-based programming and seamlessly transition to text-based programming with languages such as Python to create apps and develop websites and learn how to make computers work together to put their design into practice. They'll apply computational thinking practices, build their vocabulary, and collaborate just as computing professionals do to create products that address topics and problems important to them. This course meets the University of California (d)-list science entrance requirements.

Course Title: Food Science, Dietetics, and Nutrition Capstone (10 Credits)

Grade Level: 10, 11, 12

Prerequisites: Food Science, Dietetics and Nutrition

Course Description:

Food Science, Dietetics, and Nutrition Capstone course prepares students for employment in occupations in the food science and technology, dietetics, and nutrition industries. Instruction includes meeting nutritional and dietary needs; planning, selecting, purchasing and preparing of food to conserve nutrients; operational procedures; food safety and sanitation; using dietary and food guidelines to plan healthy diets; food preferences; data and statistics; and marketing. Students develop skills to utilize nutritional knowledge in preparing, inspecting, and serving meals to people with special counseling under the direction of a dietetic technician or professional dietitian; identifying qualities of various foods; collecting and testing food samples as directed; recording and comparing test results; purchasing and maintaining laboratory supplies and inventory. This course is designed to meet the University of California (g)-list elective entrance requirements.

Course Title: Game Programming I (10 Credits)

Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Game Programming I explores game development (C# programming), game design (characters, plot, writing, etc.), and game building software (Unity). Students will learn skills and techniques to produce portfolio-level projects through using industry-developed sprites and games. This course allows students to work in teams to develop games or simulations. Students will learn skills such as storyboarding, plot, flow, and using functions. Learning how to implement standard game/simulation strategy and rules of play as well as integrating mixed media appropriate to the game design/simulation will be included. Other topics include design specifications, delivery, rules of play, navigation functionality, scoring, and other special features. This course is designed to meet the University of California (d)-list science entrance requirements.

Course Title: Intermediate Makeup Artistry (10 Credits)

Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Intermediate Makeup Artistry in the Fashion and Interior Design Industry sector, was developed for students who are interested in the personal services. Intermediate Makeup Artistry introduces the fundamentals of career development in the beauty industry. With newly acquired understanding, students develop a basic knowledge, appreciation, perspective, interpretation and creation of diverse forms of makeup applications, focusing on skincare and facial manipulations. The class is structured to familiarize students with the makeup industry, technical instruction, and practical operations. Students learn to translate information into visual terms and demonstrate an understanding of ingredient technology. This course includes related instruction in basic chemistry, bacteriology, anatomy, and physiology in esthetics as well as health, safety, and sanitation issues. The competencies in this course outline are aligned with the California High School Academic Content Standards and the California Career Technical Education Model Curriculum Standards. This course meets the University of California (g)-list elective entrance requirements.

Course Title: Machining and Forming Technologies I (10 Credits)

Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Machining and Forming Technologies I provides students with concepts and experiences required for career readiness and pursuing further education in the Machining and Forming Technologies career pathway. This concentrator course leads to the capstone course in the Machining and Forming Technologies pathway's sequence of courses. This course is designed as a survey of machine tool technology. Student focus is on traditional machine tool technologies. Coursework includes set-up and operation of the engine lathe, the milling machine, the drill press, and sawing and cutoff machines. Additional topics incorporate calculation and setup of speeds and feeds, and measurements. This course is designed to meet the University of California (g)-list elective entrance requirements.

Course Title: Welding and Materials Joining I (10 Credits)

Grade Level: 9, 10, 11
Prerequisites: None
Course Description:

Welding and Materials Joining I is designed to familiarize students with the history, principles, and practices of the welding industry and their relationship to our economy and society. Emphasis is placed on technical and practical applications of metal cutting, brazing and soldering, shielded metal arc, gas metal arc, flux cored arc, and gas tungsten arc welding processes, shop and field safety practices, weld testing and welding metallurgy. Students learn the shop math typical to the welding industry such as the practical applications of measuring, measuring instruments, area, volume, fractions, decimals, and the metric system. Additional exploration includes the technical and practical aspects of the shielded metal arc welding (SMAW), gas metal arc welding (GMAW), and flux cored arc welding (FCAW) processes on ferrous and non-ferrous metals. This course is designed to meet the University of California (g)-list elective entrance requirements.

VISUAL & PERFORMING ARTS

Course Title: Mariachi (10 Credits)

Grade Level: 9, 10, 11, 12

Prerequisites: None Course Description:

Mariachi is a course designed to assist students with developing and enhancing professional musicianship skills through the study of music composed expressly for Mariachi Ensembles. In this setting, the ability to learn an instrument with basic technical proficiency will be emphasized in preparation for a career in mariachi in real world settings. Students will encounter a wide range of "Mexico's traditional music" that will include Bolero, Ranchera, and Son. The students will demonstrate knowledge of the historical perspective of mariachi's impact on society, identify the historical and cultural milestones of mariachi, and utilize music terminology as applied to mariachi. This course meets the University of California (f)-list visual and performing arts entrance requirements.



IV. 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.

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE: May 11, 2021

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

FROM: Roger Brossmer, Ed.D., Assistant Superintendent, Secondary Education

Prepared by: Blanca Rochin, Principal, Downey Adult School

SUBJECT: DOWNEY ADULT SCHOOL CAREER AND EDUCATION CENTER

CHANGE OF DELIVERY MODE FOR EXISTING PROGRAMS

ACTION ITEM

To properly adhere to the restrictions brought on by the COVID-19 pandemic, Downey Adult School Career and Education Center's accrediting agency, Council on Occupational Educational (COE), is requiring a formal and permanent change to the mode of instructional delivery for several programs from 100% traditional to traditional and hybrid for the following programs:

- EKG ECG (Electrocardiogram Technician)
- · Emergency Medical Technician
- Massage Therapy
- Medical Assistant and Phlebotomy
- Phlebotomy Technician
- Vocational Nursing

SUPERINTENDENT'S RECOMMENDATION:

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



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

Supporting Documents



2021-05-11_Graduation Participation Action Item

DOWNEY UNIFIED SCHOOL DISTRICT Educational Services

DATE: May 11, 2021

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

FROM: Roger Brossmer, Ph.D., Assistant Superintendent

SUBJECT: GRADUATION AND PROMOTION PARTICIPATION

ACTION ITEM

The Board of Education is requested to establish assignments for participation in the Class of 2021 and the Class of 2020 at the May Board Meeting. The graduation and promotion ceremonies are scheduled as follows:

- Columbus High School, 7:00 p.m. at Justice Stadium
 - o Tuesday, May 25, 2021 Class of 2021 and Class of 2020
- Downey High School, 7:00 p.m. at Allen Layne Stadium
 - o Class of 2021 (Part 1) Wednesday, May 26, 2021
 - Class of 2021 (Part 2) Thursday, May 27, 2021
 - o Class of 2020, Friday, May 28, 2021,
- Warren High School, 7:00 p.m. at Justice Stadium
 - o Class of 2021, (Part 1) Wednesday, May 26, 2021
 - o Class of 2021, (Part 2) Thursday, May 27, 2021
 - o Class of 2020, Friday, May 28, 2021
- Doty Middle School, 10:00 a.m. at Allen Layne Stadium
 - o Thursday, May 27, 2021
- Griffiths Middle School, 10:00 a.m. at Justice Stadium
 - Thursday, May 27, 2021
- Mary Stauffer Middle School, 10:00 a.m. at Justice Stadium
 - Wednesday, May 26, 2021
- Sussman Middle School, 10:00 a.m. at Allen Layne Stadium
 - Wednesday, May 26, 2021

SUPERINTENDENTS RECOMMENDATION:

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



V. 1. APPROVE the Memorandum of Understanding between Downey Unified School District and Downey Education Association regarding Summer School/Extended School Year 2021 Class Sizes.



Supporting Documents



Memorandum of Understanding Between Downey Education Association And Downey Unified School District Class Sizes for Summer School / ESY – 2021

The Downey Unified School District ("District") and Downey Education Association ("Association") enter this Memorandum of Understanding regarding class sizes for the 2021 Summer School and Extended School Year (ESY) sessions as follows:

 Elementar 	Y
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Not to exceed 20 in-person students in a classroom

Middle School

Not to exceed 20 in-person students in a classroom

High School

Not to exceed 20 in-person students in a classroom

	For the Association:	
For the District:	For the Association.	
Alyda R. Mir, Assistant Superintendent	mlie With	
Alyda R. Mir, Assistant Superintendent Assistant Superintendent	Julia Wright, Bargaining Chair DEA	
Date: 4-27-21	Date: 4-27-21	

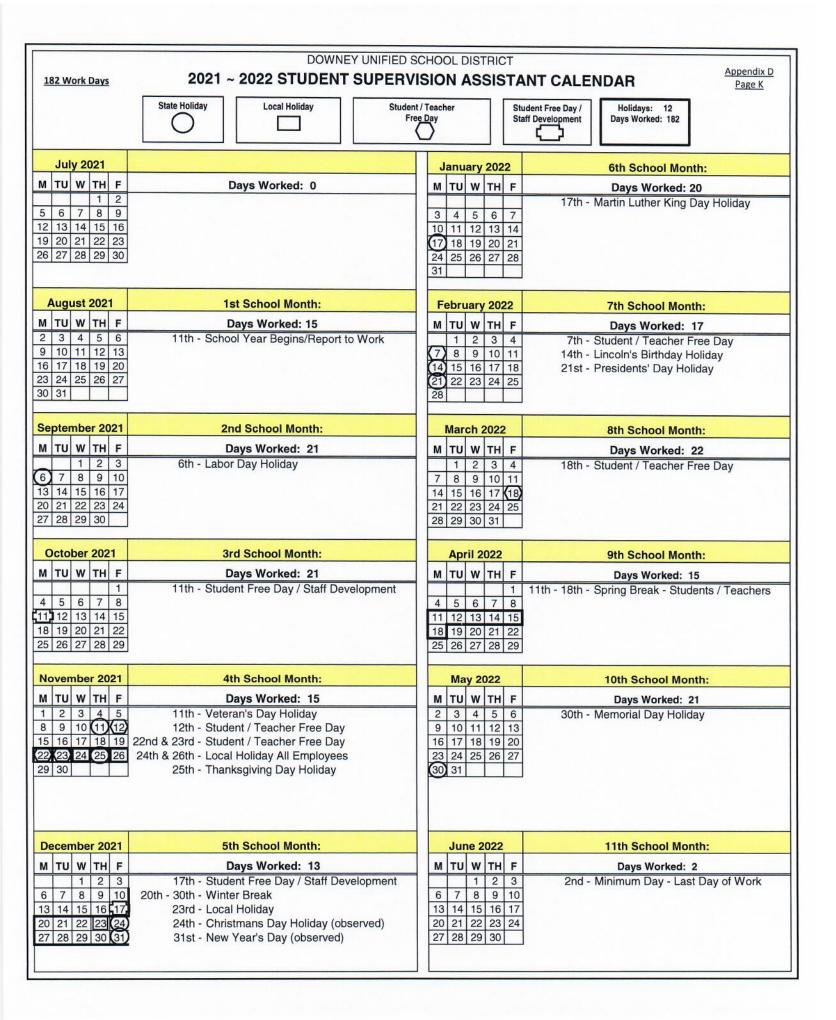


V. 2. APPROVE various 2021-22 Classified Work Year Calendars, effective May 12, 2021.



Supporting Documents





DOWNEY UNIFIED SCHOOL DISTRICT Appendix D 184 Work Days 2021 ~ 2022 SCHOOL SITE INSTRUCTIONAL SUPPORT CALENDAR Page A Previously 10 Month State Holiday Local Holiday Student / Teacher Student Free Day / Holidays: 12 Staff Development Free Day Days Worked: 184 July 2021 January 2022 6th School Month: M TU W TH F M TU W TH F Days Worked: 0 Days Worked: 20 1 2 17th - Martin Luther King Day Holiday 5 6 7 8 9 4 5 6 7 12 13 14 15 16 10 11 12 13 14 19 20 21 22 23 17 18 19 20 21 26 27 28 29 30 24 25 26 27 28 31 1st School Month: August 2021 February 2022 7th School Month: M TU W TH F Days Worked: 17 M TU W TH F Days Worked: 17 2 3 4 5 6 9th - Student Free Day / Report to Work 1 2 3 4 7th - Student / Teacher Free Day 9 10 11 12 13 11th - Minimum Day - School Year Begins 8 9 10 11 14th - Lincoln's Birthday Holiday 16 17 18 19 20 14 15 16 17 18 21st - Presidents' Day Holiday 23 24 25 26 27 21 22 23 24 25 30 31 September 2021 2nd School Month: March 2022 8th School Month: M TU W TH F Days Worked: 21 M TU W TH F Days Worked: 22 1 2 3 6th - Labor Day Holiday 1 2 3 4 18th - Student / Teacher Free Day 6 7 8 9 10 8 9 10 11 13 14 15 16 17 14 15 16 17 (18 20 21 22 23 24 21 22 23 24 25 27 28 29 30 28 29 30 31 October 2021 3rd School Month: April 2022 9th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 15 11th - Student Free Day / Staff Development 1 1 11th - 18th - Spring Break - Students / Teachers 4 5 6 7 8 5 6 7 8 11 12 13 14 15 11 12 13 14 15 18 19 20 21 22 18 19 20 21 22 25 26 27 28 29 25 26 27 28 29 November 2021 4th School Month: May 2022 10th School Month: M TU W TH F M TU W TH F Days Worked: 15 Days Worked: 21 1 2 3 4 5 11th - Veteran's Day Holiday 2 3 4 5 6 30th - Memorial Day Holiday 8 9 10 (11)(12) 12th - Student / Teacher Free Day 9 10 11 12 13 15 16 17 18 19 22nd & 23rd - Student / Teacher Free Day 16 17 18 19 20 22 23 24 25 26 24th & 26th - Local Holiday All Employees 23 24 25 26 27 25th - Thanksgiving Day Holiday 30 31 December 2021 5th School Month: June 2022 11th School Month: M TU W TH F M TU W TH F Days Worked: 13 Days Worked: 2 17th - Student Free Day / Staff Development 1 2 3 1 2 3 2nd - Minimum Day - Last Day of Work 6 7 8 9 10 20th - 30th - Winter Break 6 7 8 9 10 13 14 15 16 17 23rd - Local Holiday 13 14 15 16 17 20 21 22 23 24 24th - Christmans Day Holiday (observed) 20 21 22 23 24 27 28 29 30 31 31st - New Year's Day (observed) 27 28 29 30

DOWNEY UNIFIED SCHOOL DISTRICT Appendix D 184 Work Days 2021 ~ 2022 FOOD SERVICE ASSISTANT CALENDAR Previously 10 Month Page F State Holiday **Local Holiday** Student / Teacher Student Free Day / Holidays: 12 Free Day Staff Development Days Worked: 184 July 2021 January 2022 6th School Month: M TU W TH F M TU W TH F Days Worked: 0 Days Worked: 20 1 2 17th - Martin Luther King Day Holiday 5 6 7 8 9 3 4 5 6 7 12 13 14 15 16 10 11 12 13 14 19 20 21 22 23 17 18 19 20 21 26 27 28 29 30 24 25 26 27 28 31 August 2021 1st School Month: February 2022 7th School Month: M TU W TH F M TU W TH F Days Worked: 17 Days Worked: 17 2 3 4 5 6 9th - Student Free Day / Report to Work 1 2 3 4 7th - Student / Teacher Free Day 9 10 11 12 13 11th - Minimum Day - School Year Begins 8 9 10 11 14th - Lincoln's Birthday Holiday 16 17 18 19 20 15 16 17 18 21st - Presidents' Day Holiday 23 24 25 26 27 21 22 23 24 25 30 31 September 2021 2nd School Month: March 2022 8th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 22 1 2 3 6th - Labor Day Holiday 1 2 3 4 18th - Student / Teacher Free Day 6 7 8 9 10 8 9 10 11 13 14 15 16 17 14 15 16 17 (18 20 21 22 23 24 21 22 23 24 25 27 28 29 30 28 29 30 31 October 2021 3rd School Month: April 2022 9th School Month: M TU W TH F Days Worked: 21 M TU W TH F Days Worked: 15 1 11th - Student Free Day / Staff Development 11th - 18th - Spring Break - Students / Teachers 1 4 5 6 7 8 4 5 6 7 8 11 12 13 14 15 11 12 13 14 15 18 19 20 21 22 18 19 20 21 22 25 26 27 28 29 25 26 27 28 29 November 2021 4th School Month: May 2022 10th School Month: M TU W TH F Days Worked: 15 M TU W TH F Days Worked: 21 1 2 3 4 5 11th - Veteran's Day Holiday 2 3 4 5 6 30th - Memorial Day Holiday 8 9 10 (11)(12) 12th - Student / Teacher Free Day 9 10 11 12 13 15 16 17 18 19 22nd & 23rd - Student / Teacher Free Day 16 17 18 19 20 22 23 24 25 26 24th & 26th - Local Holiday All Employees 23 24 25 26 27 29 30 25th - Thanksgiving Day Holiday 30 31 December 2021 5th School Month: June 2022 11th School Month: M TU W TH F M TU W TH F Days Worked: 13 Days Worked: 2 1 2 3 17th - Student Free Day / Staff Development 1 2 3 2nd - Minimum Day - Last Day of Work 6 7 8 9 10 20th - 30th - Winter Break 7 8 9 10 13 14 15 16 17 23rd - Local Holiday 13 14 15 16 17 20 21 22 23 24 24th - Christmans Day Holiday (observed) 20 21 22 23 24 27 28 29 30 31 31st - New Year's Day (observed) 27 28 29 30

DOWNEY UNIFIED SCHOOL DISTRICT 190 Work Days Previously 10 Mo, 5 Day 2021 ~ 2022 FOOD SERVICE SUPERVISOR CALENDAR Appendix D Page G			
			ent Free Day / Development Days Worked: 190
July 2021		January 2022	6th School Month:
M TU W TH F	Days Worked: 0	M TU W TH F	Days Worked: 20
5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	17th - Martin Luther King Day Holiday
August 2021	1st School Month:	February 2022	7th School Month:
M TU W TH F	Days Worked: 22	M TU W TH F	Days Worked: 17
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	2nd - Report to Work 11th - Minimum Day - School Year Begins	1 2 3 4 (7) 8 9 10 11 (14) 15 16 17 18 (21) 22 23 24 25 28	7th - Student / Teacher Free Day 14th - Lincoln's Birthday Holiday 21st - Presidents' Day Holiday
September 2021	2nd School Month:	March 2022	8th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	6th - Labor Day Holiday	1 2 3 4 7 8 9 10 11 14 15 16 17 (18) 21 22 23 24 25 28 29 30 31	18th - Student / Teacher Free Day
October 2021	3rd School Month:	April 2022	9th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 15
4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	11th - Student Free Day / Staff Development	1	11th - 18th - Spring Break - Students / Teachers
November 2021	4th School Month:	May 2022	10th School Month:
M TU W TH F	Days Worked: 15	M TU W TH F	Days Worked: 21
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	11th - Veteran's Day Holiday 12th - Student / Teacher Free Day 22nd & 23rd - Student / Teacher Free Day 24th & 26th - Local Holiday All Employees 25th - Thanksgiving Day Holiday	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	30th - Memorial Day Holiday
December 2021	5th School Month:	June 2022	11th School Month:
M TU W TH F	Days Worked: 13	M TU W TH F	Days Worked: 3
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	17th - Student Free Day / Staff Development 20th - 30th - Winter Break 23rd - Local Holiday 24th - Christmans Day Holiday (observed) 31st - New Year's Day (observed)	6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	3rd - Last working Day

DOWNEY UNIFIED SCHOOL DISTRICT Appendix D 2021 ~ 2022 INSTRUCTIONAL MEDIA TECHNICIAN CALENDAR 194 Work Days Page H State Holiday Local Holiday Student / Teacher Student Free Day / Holidays: 12 Free Day Staff Development Days Worked: 194 July 2021 January 2022 6th School Month: M TU W TH F M TU W TH F Days Worked: 0 Days Worked: 20 1 2 17th - Martin Luther King Day Holiday 5 6 7 8 9 3 4 5 6 7 12 13 14 15 16 10 11 12 13 14 19 20 21 22 23 17 18 19 20 21 26 27 28 29 30 24 25 26 27 28 31 August 2021 1st School Month: February 2022 7th School Month: M TU W TH F M TU W TH F Days Worked: 22 Days Worked: 17 2 3 4 5 6 2nd - Report to Work 1 2 3 4 7th - Student / Teacher Free Day 9 10 11 12 13 11th - Minimum Day - School Year Begins 8 9 10 11 14th - Lincoln's Birthday Holiday 16 17 18 19 20 14 15 16 17 18 21st - Presidents' Day Holiday 23 24 25 26 27 21 22 23 24 25 30 31 September 2021 2nd School Month: March 2022 8th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 22 1 2 3 6th - Labor Day Holiday 18th - Student / Teacher Free Day 1 2 3 4 6 7 8 9 10 8 9 10 11 13 14 15 16 17 14 15 16 17 (18) 20 21 22 23 24 21 22 23 24 25 27 28 29 30 28 29 30 31 October 2021 3rd School Month: April 2022 9th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 15 11th - Student Free Day / Staff Development 1 11th - 18th - Spring Break - Students / Teachers 4 5 6 7 8 4 5 6 7 8 11 12 13 14 15 11 12 13 14 15 18 19 20 21 22 18 19 20 21 22 25 26 27 28 29 25 26 27 28 29 November 2021 4th School Month: May 2022 10th School Month: M TU W TH F Days Worked: 15 M TU W TH F Days Worked: 21 11th - Veteran's Day Holiday 1 2 3 4 5 2 3 4 5 6 30th - Memorial Day Holiday 8 9 10 11 12 12th - Student / Teacher Free Day 9 10 11 12 13 15 16 17 18 19 22nd & 23rd - Student / Teacher Free Day 16 17 18 19 20 22 23 24 25 26 24th & 26th - Local Holiday All Employees 23 24 25 26 27 29 30 25th - Thanksgiving Day Holiday 30 31 December 2021 5th School Month: June 2022 11th School Month: M TU W TH F M TU W TH F Days Worked: 13 Days Worked: 7 1 2 3 1 2 3 17th - Student Free Day / Staff Development 9th - Last Day of Work 20th - 30th - Winter Break 7 8 9 10 6 7 8 9 10 6 13 14 15 16 17 23rd - Local Holiday 13 14 15 16 17 20 21 22 23 24 24th - Christmans Day Holiday (observed) 20 21 22 23 24 27 28 29 30 31 31st - New Year's Day (observed) 27 28 29 30

DOWNEY UNIFIED SCHOOL DISTRICT 201 Work Days Previously 10 Mo, 10 Day 2021 ~ 2022 FOOD SERVICE CLERICAL SUPPORT CALENDAR Appendix D Page I			
			nt Free Day / Development Days Worked: 201
July 2021		January 2022	6th School Month:
M TU W TH F	Days Worked: 0	M TU W TH F	Days Worked: 20
5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30		3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	17th - Martin Luther King Day Holiday
August 2021	1st School Month:	February 2022	7th School Month:
M TU W TH F	Days Worked: 22	M TU W TH F	Days Worked: 17
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	2nd - Report to Work 11th - Minimum Day - School Year Begins	1 2 3 4 7 8 9 10 11 14 15 16 17 18 21 22 23 24 25 28	7th - Student / Teacher Free Day 14th - Lincoln's Birthday Holiday 21st - Presidents' Day Holiday
September 2021	2nd School Month:	March 2022	8th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	6th - Labor Day Holiday	1 2 3 4 7 8 9 10 11 14 15 16 17 (18) 21 22 23 24 25 28 29 30 31	18th - Student / Teacher Free Day
October 2021	3rd School Month:	April 2022	9th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 15
1 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	11th - Student Free Day / Staff Development	1 1 1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	1th - 18th - Spring Break - Students / Teachers
November 2021	4th School Month:	May 2022	10th School Month:
M TU W TH F	Days Worked: 15	M TU W TH F	Days Worked: 21
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	11th - Veteran's Day Holiday 12th - Student / Teacher Free Day 22nd & 23rd - Student / Teacher Free Day 24th & 26th - Local Holiday All Employees 25th - Thanksgiving Day Holiday	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	30th - Memorial Day Holiday
December 2021	5th School Month:	June 2022	11th School Month:
M TU W TH F	Days Worked: 13	M TU W TH F	Days Worked: 14
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	17th - Student Free Day / Staff Development 20th - 30th - Winter Break 23rd - Local Holiday 24th - Christmans Day Holiday (observed) 31st - New Year's Day (observed)	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	20th - Last working Day

DOWNEY UNIFIED SCHOOL DISTRICT Appendix D 202 Work Days 2021 ~ 2022 SCHOOL SITE CLERICAL SUPPORT CALENDAR Page B Previously 10 Mo, 11 Day State Holiday Local Holiday Student / Teacher Student Free Day / Holidays: 12 Days Worked: 202 Free Day Staff Development July 2021 January 2022 6th School Month: M TU W TH F M TU W TH F Days Worked: 3 Days Worked: 20 28th - Report to Work 1 2 17th - Martin Luther King Day Holiday 5 6 7 8 9 3 4 5 6 7 12 13 14 15 16 10 11 12 13 14 19 20 21 22 23 17 18 19 20 21 26 27 28 29 30 24 25 26 27 28 31 August 2021 1st School Month: February 2022 7th School Month: M TU W TH F M TU W TH F Days Worked: 22 Days Worked: 17 2 3 4 5 6 11th - Minimum Day - School Year Begins 1 2 3 4 7th - Student / Teacher Free Day 9 10 11 12 13 8 9 10 11 14th - Lincoln's Birthday Holiday 16 17 18 19 20 14 15 16 17 18 21st - Presidents' Day Holiday 23 24 25 26 27 21 22 23 24 25 30 31 September 2021 2nd School Month: March 2022 8th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 22 1 2 3 6th - Labor Day Holiday 1 2 3 4 18th - Student / Teacher Free Day 8 9 10 8 9 10 11 13 14 15 16 17 14 15 16 17 (18) 21 22 23 24 25 20 21 22 23 24 27 28 29 30 28 29 30 31 October 2021 3rd School Month: April 2022 9th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 15 11th - Student Free Day / Staff Development 11th - 18th - Spring Break - Students / Teachers 1 1 4 5 6 7 8 5 6 7 8 11 12 13 14 15 11 12 13 14 15 18 19 20 21 22 18 19 20 21 22 25 26 27 28 29 25 26 27 28 29 November 2021 4th School Month: May 2022 10th School Month: M TU W TH F M TU W TH F Days Worked: 15 Days Worked: 21 2 3 4 5 6 1 2 3 4 5 11th - Veteran's Day Holiday 30th - Memorial Day Holiday 8 9 10 (11)(12) 12th - Student / Teacher Free Day 9 10 11 12 13 15 16 17 18 19 22nd & 23rd - Student / Teacher Free Day 16 17 18 19 20 24th & 26th - Local Holiday All Employees 23 24 25 26 27 22 23 24 25 26 29 30 25th - Thanksgiving Day Holiday 30 31 December 2021 5th School Month: June 2022 11th School Month: M TU W TH F M TU W TH F Days Worked: 13 Days Worked: 12 1 2 3 17th - Student Free Day / Staff Development 1 2 3 16th - Last Day of Work 7 8 9 10 20th - 30th - Winter Break 8 9 10 13 14 15 16 17 13 14 15 16 17 23rd - Local Holiday 20 21 22 23 24 24th - Christmans Day Holiday (observed) 20 21 22 23 27 28 29 30 31 31st - New Year's Day (observed) 27 28 29 30

DOWNEY UNIFIED SCHOOL DISTRICT 211 Work Days Previously 11 Months 2021 ~ 2022 HIGH SCHOOL & DISTRICT BASED SUPPORT CALENDAR Appendix D Page C		
Previously 11 Months		Student Free Day / Staff Development Student Free Day / Staff Development Days Worked: 211
July 2021		January 2022 6th School Month:
M TU W TH F	Days Worked: 2	M TU W TH F Days Worked: 20
5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	2nd - Last Working Day	17th - Martin Luther King Day Holiday 3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31
August 2021	1st School Month:	February 2022 7th School Month:
M TU W TH F	Days Worked: 22	M TU W TH F Days Worked: 17
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	2nd - Report to Work 9th & 10th - Student Free Day / Staff Development 11th - Minimum Day - School Year Begins	1 2 3 4 7th - Student / Teacher Free Day 14th - Lincoln's Birthday Holiday 21st - Presidents' Day Holiday 21st - President
September 2021	2nd School Month:	March 2022 8th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	6th - Labor Day Holiday	1 2 3 4 7 8 9 10 11 14 15 16 17 (18) 21 22 23 24 25 28 29 30 31
October 2021	3rd School Month:	April 2022 9th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F Days Worked: 15
4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	11th - Student Free Day / Staff Development	1
November 2021	4th School Month:	May 2022 10th School Month:
M TU W TH F	Days Worked: 15	M TU W TH F Days Worked: 21
1 2 3 4 5 8 9 10 11 12 15 16 17 18 19 22 23 24 25 26 29 30	11th - Veteran's Day Holiday 12th - Student / Teacher Free Day 22nd & 23rd - Student / Teacher Free Day 24th & 26th - Local Holiday All Employees 25th - Thanksgiving Day Holiday	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31 31
December 2021	5th School Month:	June 2022 11th School Month:
M TU W TH F	Days Worked: 13	M TU W TH F Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	17th - Student Free Day 20th - 30th - Winter Break 23rd - Local Holiday 24th - Christmans Day Holiday (observed) 31st - New Year's Day (observed)	1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30

DOWNEY UNIFIED SCHOOL DISTRICT 211 Work Days Previously 11 Months 2021 ~ 2022 OCCUPATIONAL & PHYSICAL THERAPIST CALENDAR Page J			
			dent Free Day / ff Development Days Worked: 211
July 2021		January 2022	6th School Month:
M TU W TH F	Days Worked: 7	M TU W TH F	Days Worked: 20
5 6 7 8 9 12 13 14 15 16 19 20 21 22 23 26 27 28 29 30	5th - Independence Day Holiday (observed) 12th - Last Working Day	3 4 5 6 7 10 11 12 13 14 17 18 19 20 21 24 25 26 27 28 31	17th - Martin Luther King Day Holiday
August 2021	1st School Month:	February 2022	7th School Month:
M TU W TH F	Days Worked: 17	M TU W TH F	Days Worked: 17
2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	9th - Report to Work 9th & 10th - Student Free Day / Staff Development 11th - Minimum Day - School Year Begins	1 2 3 4 (7) 8 9 10 11 (14) 15 16 17 18 (21) 22 23 24 25 28	7th - Student / Teacher Free Day 14th - Lincoln's Birthday Holiday 21st - Presidents' Day Holiday
September 2021	2nd School Month:	March 2022	8th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	6th - Labor Day Holiday	1 2 3 4 7 8 9 10 11 14 15 16 17 (18) 21 22 23 24 25 28 29 30 31	18th - Student / Teacher Free Day
October 2021	3rd School Month:	April 2022	9th School Month:
M TU W TH F	Days Worked: 21	M TU W TH F	Days Worked: 15
4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	11th - Student Free Day / Staff Development	1 4 5 6 7 8 11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	11th - 18th - Spring Break - Students / Teachers
November 2021	4th School Month:	May 2022	10th School Month:
M TU W TH F	Days Worked: 15	M TU W TH F	Days Worked: 21
1 2 3 4 5 8 9 10 (1) (12) 15 16 17 18 19 (22 23 24 25 26 29 30	11th - Veteran's Day Holiday 12th - Student / Teacher Free Day 22nd & 23rd - Student / Teacher Free Day 24th & 26th - Local Holiday All Employees 25th - Thanksgiving Day Holiday	2 3 4 5 6 9 10 11 12 13 16 17 18 19 20 23 24 25 26 27 30 31	30th - Memorial Day Holiday
December 2021	5th School Month:	June 2022	11th School Month:
M TU W TH F	Days Worked: 13	M TU W TH F	Days Worked: 22
1 2 3 6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30 31	17th - Student Free Day 20th - 30th - Winter Break 23rd - Local Holiday 24th - Christmans Day Holiday (observed) 31st - New Year's Day (observed)	6 7 8 9 10 13 14 15 16 17 20 21 22 23 24 27 28 29 30	

DOWNEY UNIFIED SCHOOL DISTRICT Appendix D 216 Work Days 2021 ~ 2022 ADULT SCHOOL CTE SUPPORT CALENDAR Page E Previously 11 Mo 5 Days State Holiday Local Holiday Student / Teacher Student Free Day / Holidays: 13 Staff Development Free Day Days Worked: 216 July 2021 January 2022 6th School Month: M TU W TH F M TU W TH F Days Worked: 12 Days Worked: 20 1 2 5th - Independence Day Holiday (observed) 17th - Martin Luther King Day Holiday 5) 6 7 8 9 16th - Last Working Day 4 5 6 7 12 13 14 15 16 10 11 12 13 14 19 20 21 22 23 17 18 19 20 21 26 27 28 29 30 24 25 26 27 28 31 August 2021 1st School Month: February 2022 7th School Month: M TU W TH F M TU W TH F Days Worked: 17 Days Worked: 17 2 3 4 5 6 9th - Report to Work 1 2 3 4 7th - Student / Teacher Free Day 9 10 11 12 13 9th & 10th - Student Free Day / Staff Development 8 9 10 11 14th - Lincoln's Birthday Holiday 16 17 18 19 20 11th - Minimum Day - School Year Begins 14 15 16 17 18 21st - Presidents' Day Holiday 23 24 25 26 27 21 22 23 24 25 30 31 September 2021 2nd School Month: March 2022 8th School Month: M TU W TH F Days Worked: 21 M TU W TH F Days Worked: 22 1 2 3 6th - Labor Day Holiday 2 3 4 18th - Student / Teacher Free Day 6 7 8 9 10 8 9 10 11 13 14 15 16 17 14 15 16 17 (18) 20 21 22 23 24 21 22 23 24 25 27 28 29 30 28 29 30 31 October 2021 3rd School Month: April 2022 9th School Month: M TU W TH F M TU W TH F Days Worked: 21 Days Worked: 15 11th - Student Free Day / Staff Development 11th - 18th - Spring Break - Students / Teachers 1 1 4 5 6 7 8 5 6 7 8 11 12 13 14 15 11 12 13 14 15 18 19 20 21 22 19 20 21 22 25 26 27 28 29 25 26 27 28 29 November 2021 4th School Month: May 2022 10th School Month: M TU W TH F M TU W TH F Days Worked: 15 Days Worked: 21 1 2 3 4 5 11th - Veteran's Day Holiday 3 4 5 6 30th - Memorial Day Holiday 8 9 10 11 12 12th - Student / Teacher Free Day 9 10 11 12 13 15 16 17 18 19 22nd & 23rd - Student / Teacher Free Day 16 17 18 19 20 22 23 24 25 26 24th & 26th - Local Holiday All Employees 23 24 25 26 27 29 30 25th - Thanksgiving Day Holiday 30 31 December 2021 5th School Month: June 2022 11th School Month: M TU W TH F M TU W TH F Days Worked: 13 Days Worked: 22 17th - Student Free Day / Staff Development 1 2 3 1 2 3 8 9 10 20th - 30th - Winter Break 6 7 8 9 10 13 14 15 16 17 23rd - Local Holiday 13 14 15 16 17 20 21 22 23 24 24th - Christmans Day Holiday (observed) 20 21 22 23 24 27 28 29 30 31 27 28 29 30 31st - New Year's Day (observed)



V. 4. RECEIVE Initial Bargaining Proposal(s) from Downey Education Association/California Teachers Association/National Education Association.

Supporting Documents



Downey Education Association

2020-2021

PRESENTATION OF PROPOSAL(S) AND REQUEST TO BARGAIN

The following proposals to amend the Master Collective Bargaining Agreement between the Downey Education Association (hereinafter referred to as the Association) and the Downey Unified School District (hereinafter referred to as the District) are presented in good faith by the Association. We respectfully present this proposal to the Board of Education for consideration and request that the negotiation procedures as described in the Master Agreement Article VII Negotiation Procedures commence

ARTICLE XXV "SALARY PROVISIONS"

2021-2024

PRESENTATION OF PROPOSAL(S) AND REQUEST TO BARGAIN

The following proposals to amend the Master Collective Bargaining Agreement between the Downey Education Association (hereinafter referred to as the Association) and the Downey Unified School District (hereinafter referred to as the District) are presented in good faith by the Association. We respectfully present this proposal to the Board of Education for consideration and request that the negotiation procedures as described in the Master Agreement Article VII Negotiation Procedures commence.

ARTICLE II "RECOGNITION"

ARTICLE V "ORGANIZATIONAL SECURITY"

ARTICLE VII "NEGOTIATING PROCEDURES"

ARTICLE VIII "GRIEVANCE PROCEDURES"

ARTICLE IX "HOURS OF EMPLOYMENT"

ARTICLE X "COMMITTEES"

ARTICLE XII "PSYCHOLOGISTS"

ARTICLE XIV "EVALUATION PROCEDURES"

ARTICLE XV "SUSPENSION"

ARTICLE XVI "PERSONNEL FILE"

ARTICLE XVIII "LEAVES"

ARTICLE XIX "SAFETY"

ARTICLE XXIV "FRINGE BENEFITS"

ARTICLE XXV "SALARY PROVISIONS"

APPENDIX A



V. 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.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION INTITIAL BARGAINING PROPOSAL WITH DOWNEY EDUCATION ASSOCIATION (DEA)

FOR THE 2020-21 SCHOOL YEAR

1. ARTICLE XXV - "SALARY PROVISIONS"

Any new on-going dollars that become available to the District will be negotiated in a balanced, fiscally responsible manner to programs, services, and employee salary increase.



V. 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.



Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION INTITIAL BARGAINING PROPOSAL WITH DOWNEY EDUCATION ASSOCIATION (DEA)

ARTICLE I ~ AGREEMENT

Change to Read:

D. This Agreement shall remain in full force and effect from August 1, 2018 2021 through July 31, 2021 2024.

ARTICLE IV ~ DEFINITIONS

Change to Read:

F. "Teacher Work Year"

ARTICLE IX ~ HOURS OF EMPLOYMENT

ARTICLE XI ~ COUNSELORS

ARTICLE XII ~ PSYCHOLOGISTS

ARTICLE XIII ~ CLASS SIZE

ARTICLE XXIV ~ FRINGE BENEFITS

Change to Read:

E. District and DEA share an interest in maintaining affordable, quality fringe benefits for DEA members and their dependents. To that end, the District will conduct periodic audits to verify dependent eligibility to ensure that only eligible unit members and their dependents are participating in District-provided health plans. Required documentation will include current tax return.

ARTICLE XVII ~ TRANSFERS

Change to Read:

B. <u>Teacher-Requested Transfer:</u>

1. For Vacancies that occur before April 15 the following criteria shall be applied: Any Bargaining Unit Member may apply for a voluntary transfer by submitting a "Request for Transfer" form to Human Resources prior to the closing date of the vacancy for which they are applying. The Human Resources office will notify the principal of the school where the vacancy exists, and such unit member shall be offered an opportunity to interview. The Human Resources office will also notify the principal of the teacher's current school. if two or more permanent classroom teachers apply for the same vacancy, the teachers with an appropriate basic teaching credential allowing him/her to teach the class, and the greatest seniority shall receive the transfer.

Appropriate forms shall be available at the Certificated Human Resources Office and from each building principal's office. Individual transfer requests must be submitted to Certificated Human Resources before April 15. If any provision of this

Article or any application thereof to any member of the bargaining unit is held to be contrary to the law, such provision shall be invalid, and the part that was determined to be invalid will be rewritten by the Association and the District in a cooperative manner to comply with current law. Once the determination has been made that the Article was invalid, the two parties will meet within 30 calendar days

to correct the Article to comply with current law.

In acting on requests for voluntary transfer, the following criteria will be applied:

- a. Credentialing requirements
- b. Major/Minor field of study
- c. The most recent evaluation shall be satisfactory in its overall assessment of the teacher's working performance
- d. Teachers on an Action Plan, Advisory Teachers, or Intervention Teachers are not eligible for transfer until they have exited the TIP Program, unless mutually agreed upon by the TIP Panel and District.
- e. Previous experience, within the past five (5) years, in the grade/subject area where the transferee is to be placed.

f. If the above criteria are approximately equal, then first preference in transfer shall be given to the applicant with the greatest seniority. However, for vacancies that occur after April 15 of the current school year prior to the school year in which the transfer would become effective, all qualified internal applicants who apply for a vacant position at a specific school site shall not be granted priority over external applicants who apply for a vacant position at a specific school site. If no external candidate applies for a vacancy at a specific school site, the same procedures for voluntary transfers shall apply.

ARTICLE XXV ~ SALARY PROVISIONS

Any new on-going dollars that become available to the District will be negotiated in a balanced, fiscally responsible manner to programs, services, and employee salary increase.

APPENDIX A

Change to Read:

SALARY SCHEDULE/RATES PROVISIONS - AR 4141

Column Requirements

Classification B – Regular and/or Provisional California credentials and a Bachelor's Degree valid for the level or subject area taught.

A Bachelor's Degree and a Provisional California credential (Intern, Emergency, STSP, Waiver, etc.)

Regular California Credential and/or Provisional California Credential and a Bachelor's Degree, with less than 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree.

Classification C – Regular *Preliminary or Clear* California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, up to plus 30 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree. or a Master's Degree or, effective 9/1/02, new hires only with a valid basic credential.

Classification D – Regular *Preliminary or Clear* California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 45 semester units of graduate or upper division work from an accredited teacher training institution, taken after receipt of Bachelor's Degree., or a Master's Degree plus 15 semester units of upper division or graduate work from an accredited teacher training institution taken after the receipt of the Master's Degree.

Classification E – Regular *Preliminary or Clear* California credential or regular California credential with a Provisional California credential and a Bachelor's Degree, plus 60 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Bachelor's Degree., or the Master's Degree plus 30 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

SALARY SCHEDULE/RATES PROVISIONS

Column Requirements

Classification F – Regular *Preliminary or Clear* California credential or regular California credential with a Provisional California credential and a Bachelor's Degree plus 75 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of the Bachelor's Degree, or Master's Degree plus 45 semester units of graduate or upper division work from an accredited teacher training institution taken after receipt of Master's Degree.

Initial Placement

1. Public, Private and Charter School Experience

Commencing with the 1985-86 school year, p*Prior* public and private school experience *worked with a Preliminary or Clear Credential*, shall be credited *once verified by the previous employer* on a year-to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long-term substitute certificated employee, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher. Teachers are "rated in" only upon initial employment. Should a revision occur in credited experience, it shall not become retroactive for those employed during a school year previous to the revision.

A long-term substitute teacher, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher. A school year shall be defined as 75 percent of the teaching days within each year.

2. Other Public and Private Schools

Experience related to the position which is to be assigned shall be credited on a year- to-year basis. A school year shall be defined as 75 percent of the teaching days within each year. A long-term substitute teacher, who qualified with respect to the required number of days constituting a school year, may receive credit on the schedule in the same manner as a regular teacher.

3. Postgraduate Course Work Taken as Undergraduate

Course work listed by an accredited college or university as postgraduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four-year degree, if those units were not applied toward the attainment of the four-year degree. *In such cases, official university documentation will be required.*

4. Military Experience

No credit is provided.

5. Vocational Experience CTE or Adult Education

Credit will be allowed for experience in the area of assignment on basis of one step for each two years of experience not to exceed the fifth (5th) step of the salary schedule.

6. Provisionally Credentialed Teacher

Classification shall be restricted to placement on Column B of the salary schedule until eligibility for a regular type credential has been verified. Column reclassification shall be given as provided under reclassification provisions. New teachers shall be rated in upon the salary schedule based upon experience and units earned prior to the first day of service with the Downey Unified School District.

Salary Reclassification for Additional Course Work/Column Advancement

Credit for hours/units of course work completed for salary reclassification purposes shall be granted once the *Bargaining Unit Member* has provided the Certificated Human Resources Office with the appropriate documentation to verify such course work. The salary reclassification shall be effective for the next pay period immediately following the submission of the required documentation provided that such course work satisfies the requirements established in Appendix A, subsection <u>Advance in Classification</u>. There shall be no limit on the number of hours a unit member may acquire for salary reclassification purposes in any given school year. For the purpose of salary reclassification one-quarter unit equals two-thirds of a semester unit.

Speech Language Pathologists and Nurses may subject Continuing Education Units for the purpose of salary advancement. Fifteen (15) hours of coursework will equal one (1) semester unit.

District-funded trainings, workshops or professional development units and/or hours may not be submitted for salary advancement.

Verification

Official Transcripts, sealed and/or electronic sent directly to the Certificated Human Resources Office, verifying course work for reclassification must be on file in the Certificated Human Resources Office before reclassification can occur. Transcripts bearing the university/college official seal and registrar's signature, or grade reports/ credit certificates bearing the university/college, or CEU Professional Society official seal and registrar's signature, may must be submitted a s verification of completed course work. The responsibility for seeing that verification of source work seeing that verification of completed is received by the Certificated Human Resources Office received.

s verification of completed course work. The responsibility for seeing that verification of course work completed is received by the Certificated Human Resources Office rests entirely with the teacher. There will be no retroactive pay given for work completed before verification is received.

Leave of Absence

Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave. In cases of sabbatical leave or *of* leaves where the teacher received pay, the teacher shall receive the normal increment as through he/she had not been on leave.

Advance in Classification:

Category A

Anthropology Art Appreciation Bilingual Education Business Administration

Computer Science/Data Processing*
Computer Concepts and Application*

Economics Education English

Environmental Studies

Ethnic Studies Foreign Language History

Mathematics

Music Appreciation

Philosophy Psychology Police Science Political Science

Reading Science Sociology Speech Geography

Category B

(May be taken only by those certificated personnel teaching in that subject.)

Art (except Art Appreciation)
Aviation

Ceramics

Industrial Studies Jewelry Making Journalism

^{*}Lower division work is acceptable.

Dramatics-Performing Arts
Handicrafts
Health
Home Economics

Music (except Music Appreciation)
Photography
Physical Education
Typing Word Processing

7. In order to receive Master's and Doctorate degree bonuses, Master's and Doctorate degrees must be earned from an accredited teacher *educator* training institution and units must be acceptable to the University of California or State universities granting the degree.

Downey Unified School District

CERTIFICATED HUMAN RESOURCES AR 4141

BASIC TEACHER'S SALARY SCHEDULE 2019-20

Effective August 1, 2019

STEP	B BA + Provisional Credential	<u>C</u> BA + 30 & Preliminary or Clear Credential or	<u>D</u> BA + 45 & Preliminary or Clear Credential or	E BA + 60 & Preliminary or Clear Credential or	<u>F</u> BA + 75 & Preliminary or Clear Credential or
		Master's & Preliminary or Clear Credential	Master's + 15 & Preliminary or Clear Credential	Master's + 30 & Preliminary or Clear Credential	Master's + 45 & Preliminary or Clear Credential
1	\$58,678	\$63,034	\$67,393	\$71,739	\$76,094
2	\$60,855	\$65,206	\$69,561	\$73,908	\$78,258
3	\$63,025	\$67,374	\$71,725	\$76,085	\$80,434
4	\$65,189	\$69,547	\$73,899	\$78,250	\$82,604
5	\$67,365	\$71,717	\$76,064	\$80,424	\$84,778
6	\$69,534	\$73,892	\$78,242	\$82,591	\$86,946
7		\$76,058	\$80,414	\$84,757	\$89,116
8		\$78,227	\$82,579	\$86,929	\$91,288
9			\$84,748	\$89,110	\$93,457
10			\$87,911	\$92,267	\$96,611
15-20			94,650	\$99,009	\$103,354
21-25			\$99,003	\$103,340	\$109,253
26-29			\$101,889	\$107,475	\$114,555
30				\$111,922	\$120,115

Per new CalSTRS regulations, you may also refer to the new version of the salary schedules on our District website – Employee Resources, Salary Schedules (Certificated Employees).

MASTER'S or DOCTORATE: Colu

Columns C, D, E, or F

\$445 for earned Master's Degree

\$2738 for earned Doctorate Degree

The number of years teaching in the Downey Unified School District plus any years teaching experience credited by the district determines step placement.

Maximum rating in: the number of years of teaching experience and by the number of upper division graduate level units completed after the date of the Bachelor's degree



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

Supporting Documents



Negotiations

Downey Unified School District (DUSD) And California School Employees Association and its Downey Chapter #248 (CSEA) Initial Proposal for Reopener 2020-2021

In accordance with the agreement between the California School Employees Association and its Downey Chapter #248 (CSEA) and the Downey Unified School District (DUSD), CSEA proposes the following conceptual modifications, additions, or deletions to the current collective bargaining agreement between the respective parties.

CSEA reserves the right to advance other additions, deletions, and interests during this reopener negotiations on all articles and or appendices. CSEA intends to negotiate the following:

Article VIII- Salaries

CSEA intends to negotiate an on-going salary cost-of-living increase and pandemic related compensation.

Article XI- Leaves

CSEA intends to negotiate the addition of pandemic and quarantine related leaves.



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

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

INITIAL BARGAINING PROPOSAL

WITH

CALIFORNIA SCHOOL EMPLOYEES ASSOCATION

CHAPTER #248 (CSEA UNIT I)

*The District and Association agree to maintain the previous contract in full and open up the articles noted below:

Article VIII:

Salaries and Benefits

Article XII:

Transfer

Proposed:

Employer Initiated Transfers -

The employee will be notified by his/her immediate supervisor at least ten (10) five (5) working

days...



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

Supporting Documents



Negotiations

Downey Unified School District (DUSD) And California School Employees Association and its Downey Chapter #746 (CSEA) Initial Proposal for Reopener 2020-2021

In accordance with the agreement between the California School Employees Association and its Downey Chapter #746 (CSEA) and the Downey Unified School District (DUSD), CSEA proposes the following conceptual modifications, additions, or deletions to the current collective bargaining agreement between the respective parties.

CSEA reserves the right to advance other additions, deletions, and interests during this Reopener negotiations on all articles and or appendices. CSEA intends to negotiate the following:

Article XI- Hours and Overtime

CSEA intends to make modifications to the working out of classification language.

Article XXXVI- Salary

CSEA intends to negotiate an on-going salary cost-of-living increase and hazard pay.

Article XXXV- Health and Welfare

CSEA intends to negotiate a more equitable Health and Welfare contribution.



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

Supporting Documents



DOWNEY UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

INITIAL BARGAINING PROPOSAL

CALIFORNIA SCHOOL EMPLOYEES ASSOCATION

CHAPTER #746 (CSEA UNIT II)

*The District and Association agree to maintain the previous contract in full and open up the articles noted below:

Article XXXV - Health and Welfare

Article XXXVI - Salary