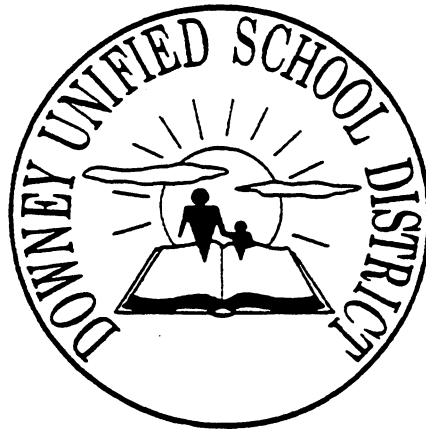


**BOARD OF EDUCATION**  
**DOWNEY UNIFIED SCHOOL DISTRICT**



**Agreements, Contracts and  
Memorandums of Understanding  
BOOK B  
September 9, 2019 - REGULAR MEETING**

**BOARD ROOM, GALLEGOS ADMINISTRATION CENTER**

**11627 Brookshire Avenue, Downey, California 90241**



# Board of Education



Vice President  
Donald E. LaPlante



President  
Nancy A. Swenson



Clerk  
Tod M. Corrin



Member  
D. Mark Morris



Member  
Giovanna Perez-Saab



Member  
Barbara R. Samperi



Member  
Martha E. Sodetani



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

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

**SERVICE AGREEMENT**  
**Agreement No. 201920-102**

THIS AGREEMENT made and entered into this 18 of July, 2019 by and between The Taco Lady, 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.  
The taco lady will be serving lunch to 75 staff members for the end of summer school.
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 825.00, not to exceed \$ 825.00 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 7/18/2019 and will terminate on or before 7/19/2019 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.



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

***General Liability:***

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

***Automobile Liability:***

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

***Workers' Compensation/Employer's Liability:***

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

***Professional Liability:***

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

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

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

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

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

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

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



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

DISTRICT

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

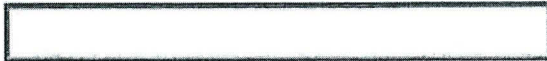
SERVICE PROVIDER

Name: The Taco Lady  
Dept.: \_\_\_\_\_  
Address: 9133 Redwood Ave.  
Fontana, CA 92335  
Contact: (909) 697 - 9588  
Phone/email: tacoladee@outlook.com

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

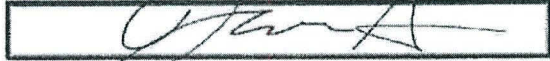
Print Name: Christina Aragon

Print Title: Associate Superintendent  
Business Services

Date: September 9, 2019

SERVICE PROVIDER

The Taco Lady



Signature

Print Name: Joaquin Abad

Print Title: Owner

Date: July 10, 2019

***District use only below line***

Account Number to be Charged 01.0-12345.000000-2700-4310-7491000

Gregory Elsasser, Summer School Principal

Name and Title of Site Administrator-Please print

Gregory Elsasser

Digitally signed by Gregory Elsasser  
Date: 2019.07.10 13:35:24 -0700

July 10, 2019

Signature of Site Administrator

Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District  
Service Agreement No. 201920-102

Page 4 of 4



**AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)**

**AGREEMENT NUMBER** 201920-103

**PURCHASE ORDER NUMBER** \_\_\_\_\_

**THIS CONTRACT** is made and entered into this 22nd day of August, 2019, by and between Erickson Hall Construction Co. ("Contractor") and Downey Unified School District ("District") ("Contract").

- The Contractor shall furnish to the District for a total price of:  
Forty Six Thousand Four Hundred Forty Dollars (\$ 46,440.00 ) ("Contract Price"), the following services ("Services" or "Work"):

Installation of a temporary restroom building for staff during Phase 2C of the project at Stauffer Middle School. 4 months of rental is included.

- Contractor shall perform the Work at Stauffer Middle School  
Located at 11985 Old River School Road, Downey CA 90242  
("Site"). The Project is the scope of Work performed at the Site.
- Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by September, 2020 ("Completion Date")
- Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of :  
Three Hundred Dollars (\$ 300.00 ) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
- This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*





6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Registered Subcontractor List
<input type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payment (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is LPA ("Architect"), the construction manager on the Project is Rene Castro Jr. ("Construction Manager"), and the project inspector on the Project is Rene Castro Jr. ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
10. Inspection and acceptance of the Work shall be performed by Rene Castro Jr. of the Facilities, Planning & Development Department of the District.



# Downey Unified SCHOOL DISTRICT

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

## District

**Downey Unified School District**  
**ATTN: Darren Purseglove**  
**[ADDRESS] 11627 Brookshire Avenue**  
**Downey, CA 90241**  
**[FAX] (562) 469-6536**  
**[EMAIL] dpurseglove@dusd.net**

## Contractor

**Name:** Erickson Hall Construction Co.  
**ATTN:** Justin Sinnott  
**[ADDRESS]** 500 Corporate Drive  
 Escondido, CA 92029  
**[FAX]** (760) 796-7700  
**[EMAIL]** jsinnott@ericksonhall.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: September 9, 2020

**Downey Unified School District**

Signature: \_\_\_\_\_

Print Name: Darren Purseglove

Print Title: Director, Purchasing & Warehouse

Address: 11627 Brookshire Avenue

Downey CA, 90241

Telephone: (562) 469-6531

Facsimile: (562) 469-6536

E-Mail: dpurseglove@dusd.net

Dated: August 22, 2019

**Contractor:** Erickson Hall Construction Co.

Signature: \_\_\_\_\_

Print Name: Mat Gates, CCM

Print Title: Vice President

License No.: 951343

Registration No.: 1000000191

Address: 500 Corporate Drive Escondido, CA 92029

Telephone: (760) 796-7700

Facsimile: (760) 796-7750

E-Mail: mgates@ericksonhall.com





**Information regarding Contractor:**

Type of Business Entity:

- ☐ Individual
- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Partnership
- ☒ Corporation, State: \_\_\_\_\_
- ☐ Limited Liability Company
- ☐ Other: \_\_\_\_\_

91-1903631

Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**



**TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to





bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.





20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, 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 District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the





right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**27. INDEMNIFICATION:**

27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

**28. PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.





**29. CONTRACTOR'S INSURANCE:**

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

29.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.





- 29.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 34.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 34.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 34.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's Iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at





<http://www.dlr.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services





performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
48. **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 this Contract shall be read and enforced as though it were included therein.
49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.



**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.





(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.



**Public Contract Code sections 20104 – 20104.6****§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.



**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



**Downey Unified**  
SCHOOL DISTRICT

**EXHIBIT "A"**  
**SCOPE OF WORK**

Consultant's entire Proposal is made part of this Agreement.



**ERICKSON - HALL**  
CONSTRUCTION CO.

**Work Proposal**

Project Name: Stauffer Temporary Restrooms  
Project No.: N/A

Owner: Downey Unified School District  
Project Manager: Rene Castro  
Contractor: Erickson-Hall Construction Co.

Date: 8/20/2019

**DESCRIPTION:**

Furnish and install sidewalk approach, chain link pedestrian gate, and temporary restroom trailer.  
Concrete will be 3" slab on grade with no rebar poured per the attached plan view.  
The chain link gate will have a new hinge post and utilize the existing post as the strike side for the fork latch.  
Temporary restroom will have two (2) standard restrooms and one (1) ADA restroom.  
Provide temp power cord and box, 3 surface mount outlets and cords to them. Temp power cord to lay on the ground

Subcontractor	Description	Total
A1 Fence	Demo existing fence. Furnish and install new gate	\$ 2,500.00
Royal Restrooms	Deliver and set up	\$ 22,625.00
Royal Restrooms	Service restroom (Once a week for 16 weeks)	\$ 5,600.00
Allowance: Concrete	Pour 3" Slab on Grade	\$ 8,500.00
Circle City Electric	Provide temp power	\$ 2,322.00
		\$ -
	Subtotals	\$ 41,547.00
	General Conditions	\$ 2,771.41
	GC Fees & Insurance	\$ 1,661.88
	Subtotal	\$ 45,980.29
	Contractor Bond (1%)	\$ 459.80
	Total with Bond	\$ 46,440.09
	<b>TOTAL COSTS</b>	<b>\$ 46,440</b>

**Contractor Time**

Concrete and gate will be completed within two weeks of NTP

TOTAL TIME 4 MONTHS

Toilet Trailer rental is for 4 months. Additional time or servicing will require change order.

Contractor: Erickson-Hall Construction Co.

Submitted by 

Date: 8/20/2019

District Approval:  
Signature \_\_\_\_\_

Date: \_\_\_\_\_

Erickson-Hall Construction Co.

Request Breakdown CP:

83

Downey Unified School District  
Stauffer Restroom Trailer and Associated Work

Description	Quantity	Units	Unit Costs			Totals Costs		
			Labor	Material	Equipment	Labor	Material	Equipment
EHCC General Conditions	16	Week	\$143.95	\$0.00	\$0.00	\$ 2,303.18	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
Totals	0		\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
						\$ 2,303.18	\$ -	\$ -

EXPENSES:

Labor Burden (15.33% Labor Costs)	\$ 353.08
As-Built (2% Labor)	\$ -
-Labor Expense Subtotal	\$ 353.08
Material & Equipment Tax (8.75%)	\$ -
Tools Depreciation (3% Equip)	N/A
-Mat. & Equip. Expense Subtotal	\$ -
Expense Subtotal	\$ 353.08
Labor Total	\$ 2,303.18
Material Total	\$ -
Equipment Total	\$ -
Cost Accounting (5%)	\$ 115.16
TOTAL:	\$ 2,771.41



Erickson-Hall Construction Co.

Extended Overhead Breakdown

Downey Unified School District  
Stauffer Restroom Trailer and Associated Work

Description	Quantity	Units	Unit Costs			Totals Costs		
			Labor	Material	Equipment	Labor	Material	Equipment
Supervision/Coordination	0.125	wk	\$5,480.00	\$0.00	\$0.00	\$685.00	\$0.00	\$0.00
Project Admin		wk	\$3,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Engineer		wk	\$4,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Manager	0.05	wk	\$4,960.00	\$0.00	\$0.00	\$248.00	\$0.00	\$0.00
Field Office		wk	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00
Field Office supply		wk	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00
Field Toilets		wk	\$0.00	\$0.00	\$172.00	\$0.00	\$0.00	\$0.00
Field Internet		wk	\$0.00	\$0.00	\$45.00	\$0.00	\$0.00	\$0.00
Field Phones Cell		wk	\$0.00	\$0.00	\$60.00	\$0.00	\$0.00	\$0.00
Dumpster		wk	\$0.00	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00
Field Trucks		wk	\$0.00	\$0.00	\$279.00	\$0.00	\$0.00	\$0.00
Temp Fence Rental		wk	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00
Project Fuel		wk	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
Safety		wk	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
Daily Clean		wk	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Utilities		wk	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
Living Expenses		wk	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
Totals						\$933.00	\$0.00	\$0.00
Sub-Total Cost Per Day			\$133.29			\$116.63		\$0.00
Home Office Overhead @ 8%			\$10.66					
Total Cost Per Day			\$143.95					
Job Costs Per Week			\$933.00					



Fax: 714-630-6013  
Fax - Toll free: 800-606-6013

SEE ATTACHED DRAWINGS FOR ADDITIONAL INFORMATION (IF APPLICABLE)



Proposal  
July 1, 2019



To: Kayla Cain  
[kcain@ericksonhall.com](mailto:kcain@ericksonhall.com)  
7860-803-4908

Royal Restrooms of California submits the following Proposal to Kayla for a location in Downey.

Contract Time Period 4 months- Delivery estimated 7/29/19

Trailers:	(1) ADA+2 Stall Standard Restroom Trailer.....	\$2485.00* <b>WEEKLY</b> plus waste disposal	
	(1) ADA+2 Stall Standard Restroom Trailer.....	\$5050.00* <b>MONTHLY</b> plus waste disposal	
		Rental 4 months	\$ 20,200
Additional:	One time Delivery.....	\$50.00* per trailer	Delivery \$ 50
	Set up, Breakdown and Pick up.....	\$350.00 per trailer	Tax at 10% \$ 2,025
	Weekday Waste Disposal.....	\$350.00 per disposal	Setup \$ 350
	Weekend Waste Disposal.....	\$450.00 per disposal	<b>Total \$ 22,625</b>
	Emergency/Same Day Fee.....	\$250.00 in addition to pumping fee	
	<b>(trailer can connect to sewer/septic if you have access)</b>		
	Service calls.....	\$475.00 - \$775.00 per call	
	(service calls does not include parts- no charge for factory defect service calls)		
	(You can always call first to see if we can walk you through we are available 24/7)		
Optional:	Additional insured Certificate.....	\$75.00 per name per certificate	
	Site Evaluation .....	\$300.00 if needed	
	Before/After Hours Set up/Pick Up.....	\$250.00 each way	
	(normal hours are between 8am and 1pm)		
	25 Foot Tiger Tail Hose.....	\$250.00 (2) hoses per month	
	(if can connect to sewer onsite)		

**Total Rental.....\$ 22625.00 plus disposal and optional as needed**

**\*Above items are taxable @ Downey's tax rate at the time of delivery, currently 10.0%.**

The ADA+2 stall restroom trailer has a 350 gallon waste holding tank before waste disposal is required. Supplier shall instruct appropriate individual on how to read indicator and maintain unit. Customer shall be responsible for maintaining the units in a clean, sanitary condition, restocking of supplies after the initial supplies have run out. Frequency of waste disposal will depend on total number of people using the facility.

Quotes are based on current availability. Prices and Availability are subject to change.

This proposal does not act as a rental agreement.

Royal Restrooms Customer Service ph 877-922-9980 ext 5



## PROPOSAL

### CIRCLE CITY ELECTRIC, INC.

18726 Van Buren Blvd, Riverside, CA 92508

(P) 951-789-6872 Ext.108 (F) 951-789-0585 (C) (951) 634-5023

License# 582166 PWCR/DIR # 1000001615

## Change Order No. Portable RR pwr QUOTE

Job Name: Stauffer Portable Restroom Temp Power NIC

Attn: Erickson Hall

Date: 7 August 2019

We propose to provide and install a temp power cord and box, 3 surface mount outlets and cords to them. Temp power cord to lay on the ground. Running overhead, underground and conduit EXCLUDED.  
**THIS PROPOSAL EXPIRES IN 14 DAYS**

Cost: \$2,322.00

#### EXCLUSIONS:

1. ALLOWANCES, ENGINEERING, DESIGN, PLAN CHECK, LICENCES, UTILITY COMPANY CHARGES, FEES & PERMITS
2. CUT, DEMO AND PATCH OF ASPHALT, CONCRETE AND LANDSCAPE, OR ANY STREET WORK.
3. CUT, DEMO AND PATCH OR PAINT OF WALLS FLOORS OR CEILINGS.
4. CEILING TILE, T-BAR, AND SUPPORT WIRE DAMAGE.
5. ROOF PATCH AND REPAIR.
6. POLE BASES AND FORMED CONCRETE.
7. SPOILS REMOVAL
8. NO ACCELERATED COST ARE INCLUDED IN THIS PROPOSAL
9. PLA, PSA AND CRA OR OTHER UNION AGREEMENTS
10. THIS PROPOSAL CONTAINS PROPRIETARY INFORMATION AND IS CONSIDERED CONFIDENTIAL TO THE RECEIPT. IT IS SUBMITTED UPON THE EXPRESS CONDITION THAT THE INFORMATION CONTAINED HEREIN WILL NOT BE RELEASED TO COMPETITORS OR OTHERWISE BE USED DIRECTLY, OR INDIRECTLY, IN A WAY DETRIMENTAL TO THE INTEREST OF CIRCLE CITY ELECTRIC, INC.
11. VANDALISM, THEFT AND DAMAGE TO ELECTRICAL EQUIPMENT AND MATERIAL STORED ON SITE.

CCE Authorized Signature: \_\_\_\_\_

Digitally signed by Ken Benner  
DN: cn=Ken Benner, o=Circle City Electric Inc, ou=Project  
Manager, email=kenbenner@circlecityelectric.com, c=US  
Date: 2019.08.07 11:02:21 -0700

Date: 7 Aug 2019

Print Name: **Ken Benner**

**NOTE: THIS PROPOSAL WILL ACT AS A PURCHASE ORDER TO COMPLETE THE WORK ABOVE WHEN SIGNED BY BOTH PARTIES.**

Acceptance of proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.  
Circle City Electric is authorized to perform the work as specified.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Incl:



Portable

Portable

Existing Concrete

6'

4'

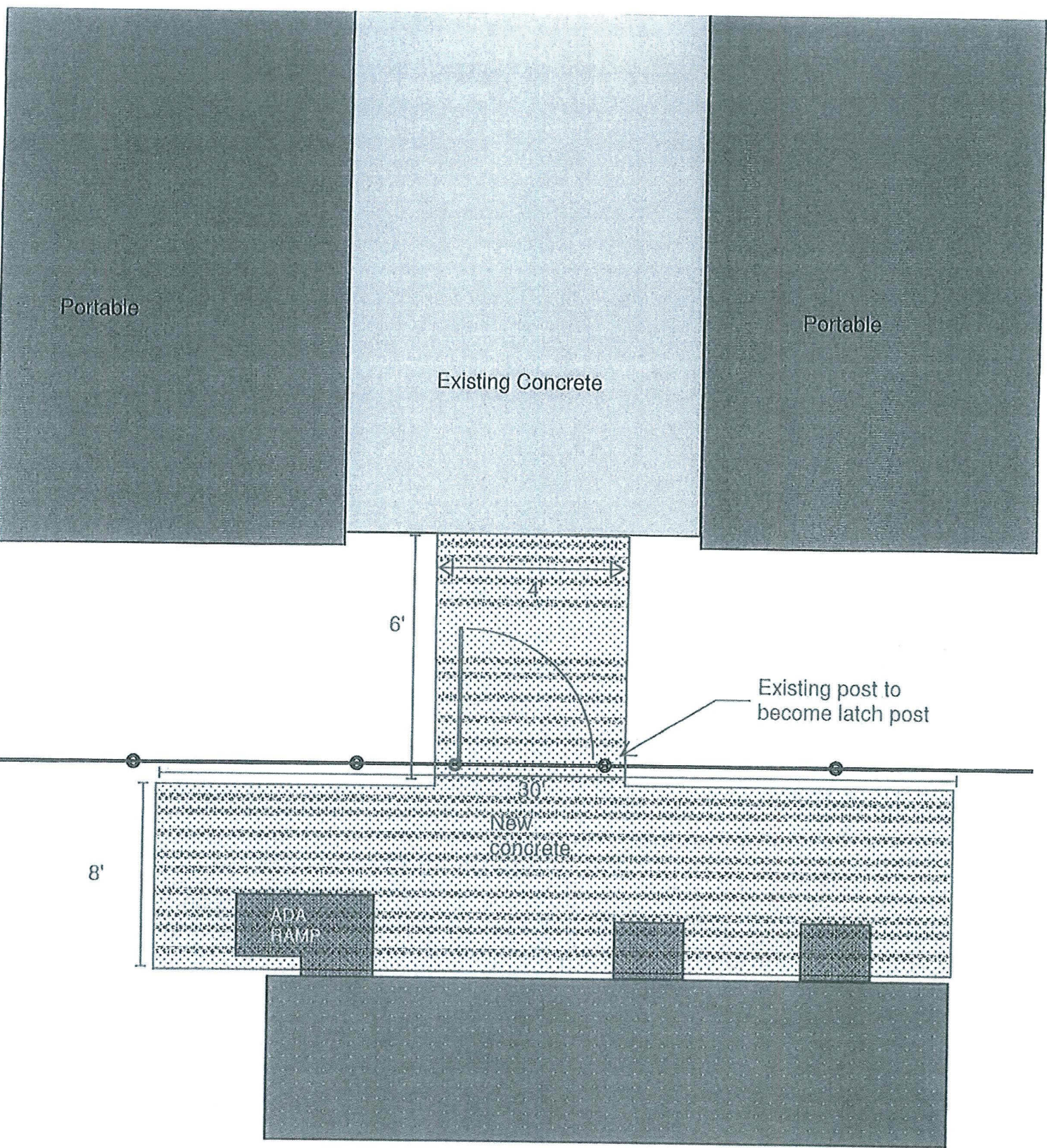
Existing post to  
become latch post

30"

New  
concrete

8'

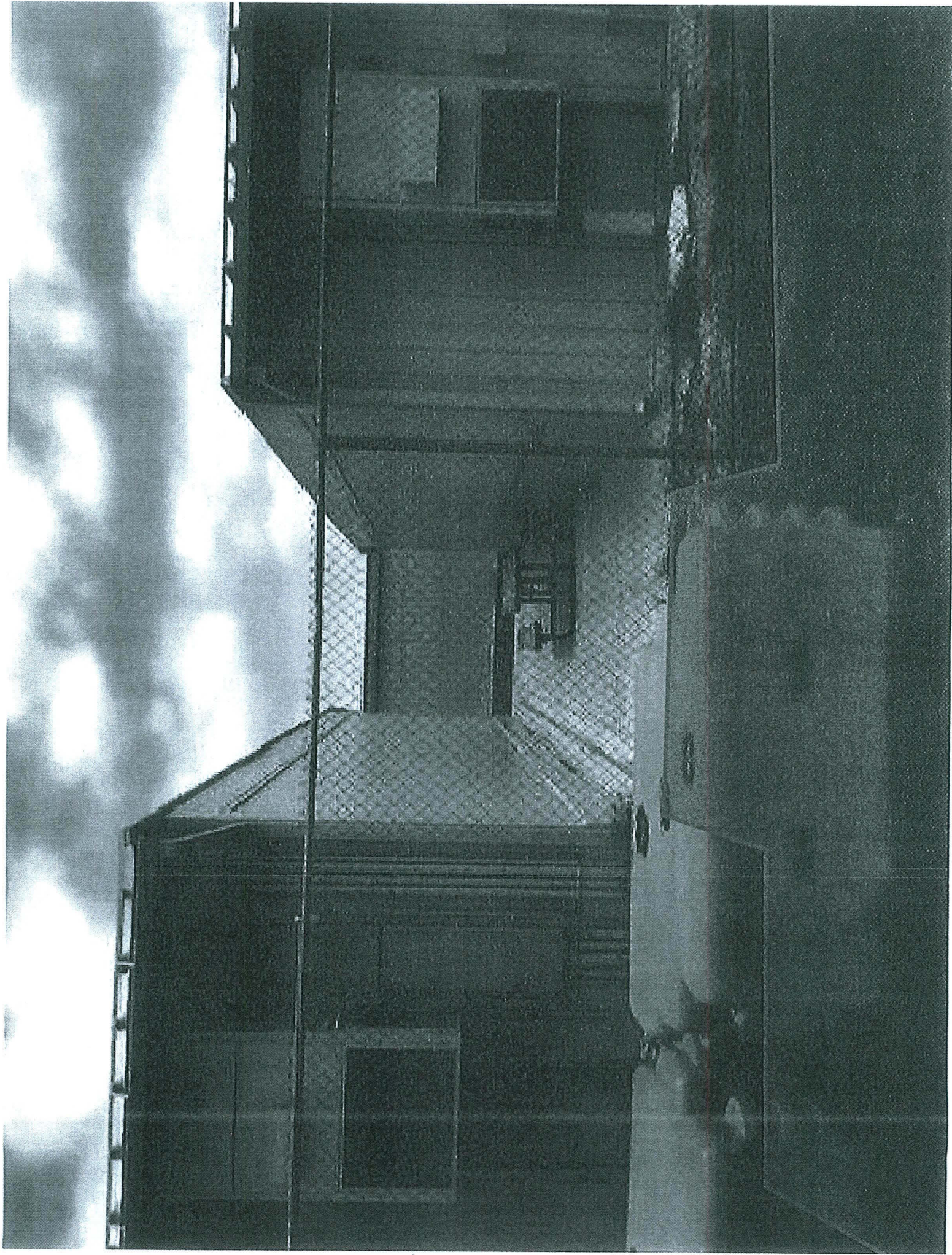
ADA  
RAMP



















**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the Vice President of Erickson Hall Construction Co.,  
(Title) (Bidder Name)  
the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 on this 22 day of August, 2019 at Downey, California.  
(City, State)

Proper Name of Bidder:

Erickson Hall Construction Co.

Signature:

Print Name:

Mat Gates, CCM

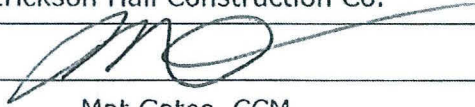
Title:

Vice President



**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_ August 22 , 20 19 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Erickson Hall Construction Co. \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ Mat Gates, CCM \_\_\_\_\_  
Title: \_\_\_\_\_ Vice President \_\_\_\_\_





**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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 by 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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code 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.

Date: \_\_\_\_\_ August 22, 20 19 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Erickson Hall Construction Co. \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Mat Gates, CCM \_\_\_\_\_  
Title: \_\_\_\_\_ Vice President \_\_\_\_\_

(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 this Contract.)



**CRIMINAL BACKGROUND INVESTIGATION  
/FINGERPRINTING CERTIFICATION**

PURCHASE ORDER NO.: \_\_\_\_\_ between the Downey Unified School District ("District") and \_\_\_\_\_ Erickson Hall Construction Co. ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

- ☒ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or





**AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)**

**AGREEMENT NUMBER** 201920-104

**PURCHASE ORDER NUMBER** \_\_\_\_\_

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ Wolverine Fence Company, Inc. ("Contractor") and Downey Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of: \_\_\_\_\_  
Thirty Seven Thousand \_\_\_\_\_ Dollars (\$ 37,555.00 )  
("Contract Price"), the following services ("Services" or "Work"):

Installation of decorative metal fencing, gates, perforated mesh, chain-link panel and AC-unit railing at Stauffer Middle School. (see attached proposal dated 6/4/19) Exhibit A

2. Contractor shall perform the Work at Stauffer Middle School  
Located at 11985 Old River School Road, Downey CA 90242  
("Site"). The Project is the scope of Work performed at the Site.
3. Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by September, 20\_\_\_\_ ("Completion Date").
4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of :  
Three Hundred Dollars (\$ 300.00 ) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*



6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification
<input type="checkbox"/> Instructions to Bidders	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Registered Subcontractor List
<input type="checkbox"/> Noncollusion Declaration	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input type="checkbox"/> Iran Contracting Act Certification	<input checked="" type="checkbox"/> Performance Bond
<input type="checkbox"/> Designated Subcontractors List	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Specifications
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit "A" ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Drug-Free Workplace Certification	<input type="checkbox"/> _____ [Other]
<input checked="" type="checkbox"/> Tobacco-Free Environment Certification	

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond (if required), payment (labor and material) bond (if required), the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is \_\_\_\_\_ LPA \_\_\_\_\_ ("Architect"), the construction manager on the Project is Rene Castro Jr. ("Construction Manager"), and the project inspector on the Project is Rene Castro Jr. ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.
10. Inspection and acceptance of the Work shall be performed by Rene Castro Jr. of the Facilities, Planning & Development Department of the District.





# Downey Unified

SCHOOL DISTRICT

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

## District

**Downey Unified School District**  
**ATTN: Darren Purselove**  
**[ADDRESS] 11627 Brookshire Avenue**  
**Downey, CA 90241**  
**[FAX] (562) 469-6536**  
**[EMAIL] dpurselove@dusd.net**

## Contractor

**Name:** Wolverine Fence Company, Inc.  
**ATTN:** Gary McDonnell  
**[ADDRESS] 930 South Cypress Street La**  
**Habra, CA 90631**  
**[FAX] (562) 948-3235**  
**[EMAIL] llopez@wolverinefence.com**

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: \_\_\_\_\_, 20\_\_\_\_

**Downey Unified School District**

Signature: \_\_\_\_\_

Print Name: **Darren Purselove**

Print Title: **Director, Purchasing & Warehouse**

Address: **11627 Brookshire Avenue**  
**Downey CA, 90241**

Telephone: **(562) 469-6531**

Facsimile: **(562) 469-6536**

E-Mail: **dpurselove@dusd.net**

Dated: August 19, 20\_\_\_\_

**Contractor:** Wolverine Fence Company, Inc.

Signature: *Gary McDonnell*

Print Name: **Gary McDonnell**

Print Title: **President**

License No.: **870586**

Registration No.: **1000009678**

Address: **930 South Cypress Street La Habra CA 90631**

Telephone: **(562) 948-2030**

Facsimile: **(562) 948-2354**

E-Mail: **llopez@wolverinefence.com**



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**Information regarding Contractor:**

Type of Business Entity:

- ☐ Individual  
☐ Sole Proprietorship  
☐ Partnership  
☐ Limited Partnership  
☒ Corporation, State: California  
☐ Limited Liability Company  
☐ Other: \_\_\_\_\_

20-2707527 :  
Employer Identification and/or  
Social Security Number

**NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.**



**TERMS AND CONDITIONS TO CONTRACT**

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.
10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to





bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all Work to be performed under the contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.
17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.



20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, 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 District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.
25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the





right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

**27. INDEMNIFICATION:**

- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.
- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

- 28. PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond (if required), each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.





**29. CONTRACTOR'S INSURANCE:**

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000
<b>Automobile Liability Insurance - Any Auto</b>	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000
<b>Workers' Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

29.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.





- 29.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 34.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 34.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 34.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at





<http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

- 34.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
35. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).
36. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
37. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
38. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
39. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services





performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

40. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
41. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
42. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
43. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
44. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
45. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
46. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
47. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
48. **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 this Contract shall be read and enforced as though it were included therein.
49. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
50. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.





**Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

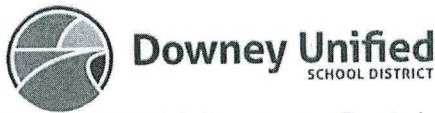
(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.





(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.





**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.





**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.



"EXHIBIT A"  
Scope of Work

Wolverine Fence

\*Signatory to Laborers Union\*



"We Devour The Competition"

Downey Unified School District  
Attn: Rene Castro Jr.  
Re: Bulletin No. Gate Modifications

PROPOSAL  
For  
Stauffer Middle School  
6-4-19

Furnish and Install:

Item #1: 50' lf of 8' high Ameristar Aegis II Genesis Ornamental Iron Fence.

Item #2: 1 ea. 6' wide x 8' high Ameristar Double Gate with 1 ea. Lever Lock.

Item #3: 72' lf of 8' high Perforated Metal Mesh on Nesting Area for Slide Gate.

Lump Sum = -----\$29,500.00

Item #4: 32' lf of 8' high Perforated Metal Mesh on Cantilever Slide Gate per UL325.

Lump Sum = -----\$4,500.00

Item #5: 8' lf of 6' high 2" Mesh Galvanized Chain link Fence at Walkway by Truncated Domes.

Lump Sum = -----\$1,300.00

Item #6: 10' lf of 30" high Galvanized 2 Rail Guardrail with Base Plates at A/C Unit.

Lump Sum = -----\$1,700.00

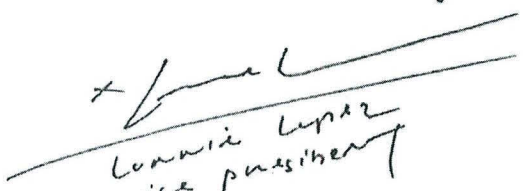
Grand Total = -----\$37,000.00

Note: If Bonds are Required Add 1.5% to Grand Total.

If you have any questions please call me at 1-562-948-2030

Sincerely,

Lonnie Lopez  
Vice President

6-4-19  
  
Lonnie Lopez  
vice president

This Proposal is Valid for 30 Days

930 SOUTH CYPRESS ST LA HABRA CA 90631  
PHONE: 562-948-2030 FAX 562-948-2354  
STATE CONTRACTORS LICENCE #870586 DIR #1000009678





**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

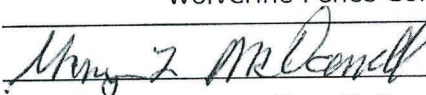
The undersigned declares:

I am the President of Wolverine Fence Company, Inc.,  
(Title) (Bidder Name)  
the party making the foregoing bid.

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

Any person executing this declaration on behalf of a bidder 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 bidder.

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 on this 19 day of August, 2019 at La Habra, California,  
(City, State)

Proper Name of Bidder: Wolverine Fence Company, Inc.  
Signature:   
Print Name: Gary McDonnell  
Title: President





**PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: \_\_\_\_\_ August 19, 2019 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Wolverine Fence Company, Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_ *Gary McDonnell* \_\_\_\_\_  
Print Name: \_\_\_\_\_ Gary McDonnell \_\_\_\_\_  
Title: \_\_\_\_\_ President \_\_\_\_\_





**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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 by 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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code 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.

Date:

August 19, 20 19

Proper Name of Contractor:

Wolverine Fence Company, Inc.

Signature:

Gary McDonnell

Print Name:

President

Title:

(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 this Contract.)





**CRIMINAL BACKGROUND INVESTIGATION  
/FINGERPRINTING CERTIFICATION**

PURCHASE ORDER NO.: \_\_\_\_\_ between the Downey Unified School District ("District") and \_\_\_\_\_ Wolverine Fence Company, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date:

District Representative's Name and Title:

District Representative's Signature:

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or





**Downey Unified**  
SCHOOL DISTRICT

- ☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTE:** If the Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: \_\_\_\_\_

District Representative's Name and Title: \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: \_\_\_\_\_ August 19, 20 19

Proper Name of Contractor: \_\_\_\_\_ Wolverine Fence Company, Inc.

Signature: \_\_\_\_\_ *Gary McDonnell*

Print Name: \_\_\_\_\_ Gary McDonnell

Title: \_\_\_\_\_ President





**ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION**

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

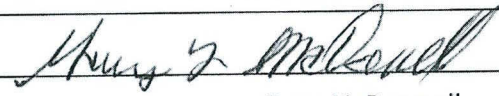
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_ August 19, 20 19 \_\_\_\_\_  
Name of Contractor: \_\_\_\_\_ Wolverine Fence Company, Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_  \_\_\_\_\_  
Print Name: \_\_\_\_\_ Gary McDonnell \_\_\_\_\_  
Title: \_\_\_\_\_ President \_\_\_\_\_





**LEAD-PRODUCT(S) CERTIFICATION**

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

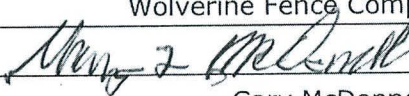
If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: August 19, 2019

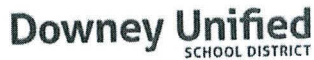
Name of Contractor: Wolverine Fence Company, Inc.

Signature: 

Print Name: Gary McDonnell

Title: President





## ROOFING PROJECT CERTIFICATION

This form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:

<input type="checkbox"/> Contractor	<input type="checkbox"/> Materials Manufacturer
<input type="checkbox"/> Vendor	<input type="checkbox"/> Other _____

I, N/A, , certify that I  
[Name] [Name of Firm]  
have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift,  
contribution, or any financial incentive whatsoever to or from any person in connection with the  
roofing project contract. As used in this certification, "person" means any natural person, business,  
partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, N/A, [Name], [Name of Firm], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_, \_\_\_\_\_, have the following  
[Name] [Name of Firm]  
financial relationships with an architect, engineer, roofing consultant, materials manufacturer,  
distributor, or vendor, or other person in connection with the following roofing project contract  
(provide Name and Address of Building, and Contract Date and Number):

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By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_, 20\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_





**REGISTERED SUBCONTRACTORS LIST**  
**(Labor Code Section 1771.1)**

PURCHASE ORDER: \_\_\_\_\_

Date Submitted (for Updates): \_\_\_\_\_

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

**Subcontractor Name:** \_\_\_\_\_ None  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_



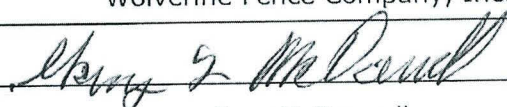


**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_  
DIR Registration #: \_\_\_\_\_  
Portion of Work: \_\_\_\_\_

Date: \_\_\_\_\_  
Name of Contractor: Wolverine Fence Company, Inc.  
Signature:   
Print Name: Gary McDonnell  
Title: President

END OF DOCUMENT





**DRUG-FREE WORKPLACE CERTIFICATION**

PURCHASE ORDER NO.: \_\_\_\_\_ between the Downey Unified School District ("District") and \_\_\_\_\_ Wolverine Fence Company, Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 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 or grant for the procurement of any property or service 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 or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor 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:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a





**Downey Unified**  
SCHOOL DISTRICT

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 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 the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, 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 the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: \_\_\_\_\_ August 19, 2019 \_\_\_\_\_  
Proper Name of Contractor: \_\_\_\_\_ Wolverine Fence Company, Inc. \_\_\_\_\_  
Signature: \_\_\_\_\_ *Gary McDonnell* \_\_\_\_\_  
Print Name: \_\_\_\_\_ Gary McDonnell \_\_\_\_\_  
Title: \_\_\_\_\_ President \_\_\_\_\_

END OF DOCUMENT





**Downey Unified**  
SCHOOL DISTRICT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PURCHASE ORDER NO.: \_\_\_\_\_ between the Downey Unified  
School District ("District") and \_\_\_\_\_ Wolverine Fence Company, Inc.  
("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: \_\_\_\_\_ August 19, 20 19  
Proper Name of Contractor: \_\_\_\_\_ Wolverine Fence Company, Inc.  
Signature: \_\_\_\_\_  
Gary McDonnell  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ President

END OF DOCUMENT



**DOWNEY UNIFIED SCHOOL DISTRICT  
AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

No. 201920-105

This AGREEMENT is made and entered into this, 23rd day of, July 2019,

between the Downey Unified School District ("DISTRICT") and

Patricia Heyne, ("CONSULTANT"), to provide services

under the direction of:

Blanca Rochin

Downey Adult School

(Printed Name Administrator Site/Department)

(Site/Department)

**1. SCOPE OF SERVICES**

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

Instruction for Hatha Yoga classes

**2. LOCATION OF PERFORMANCE/SERVICE:** Downey Adult School

**3. PERIOD OF AGREEMENT**

This Agreement is effective 07/01/2019 and will be completed by 06/30/2020 inclusive. CONSULTANT acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

**5. CREDENTIAL**

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

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

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



**6. 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.

**8. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$. 60% of class fee paid, per student not to exceed a total of \$ 1,600.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

**9. 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.

**10. 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 AM. Best Company:



- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
  - (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
  - (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
  - (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

## 11. 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.



19. **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.

PATRICIA HEYNE  
Consultant Name

Downey Unified School District

Patricia Heyne  
Signature

\_\_\_\_\_  
Christina Aragon  
Associate Superintendent

8-11-19  
Date

\_\_\_\_\_  
Downey Unified School District  
11627 Brookshire Ave.  
Downey, CA 90241  
(562) 469-6520

8-11-19  
Date

*District use only below line*

Account Number to be Charged: 11.0-00000.0-41100-10000-5804-6280000

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print  
Date: 8/16/19

Blanca Rochin  
Signature of Site Administrator

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

\_\_\_\_\_  
Signature of Program Director

\_\_\_\_\_  
Date

Financial Services (verify acct. #)



**DOWNEY UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**  
No. 201920-106

This AGREEMENT is made and entered into this 15th day of July 2019,  
between the Downey Unified School District ("DISTRICT") and  
Walter J Shaw, DDS, ("CONSULTANT"), to provide services  
under the direction of:  
Blanca Rochin, Adult School  
(Printed Name Administrator Site/Department) (Site/Department)

**1. SCOPE OF SERVICES**

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

Radiation Safety Course - student, patients, x-ray Rx

Orthodontic Assistant permit

**2. LOCATION OF PERFORMANCE/SERVICE:** Adult School

**3. PERIOD OF AGREEMENT**

This Agreement is effective 7/1/2019 and will be completed by 6/30/2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

**4. CREDENTIAL**

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

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

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

**5. INDEPENDENT CONSULTANT**

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



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

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

**6. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$300.00 per hour not to exceed a total of \$39,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

**7. INDEMNIFICATION**

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

**8. INSURANCE**

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

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

**Agreement for Independent Consultant Services**

- (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.



Walter J Shaw

Consultant Name

Signature

Downey Unified School District

Christina Aragon

Associate Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

Street Address

Downey Unified School District

11627 Brookshire Avenue

Downey, CA 90241

(562) 469-6520

City, State, Zip Code

Date

7-16-19

*District use only below line*

Account Number to be Charged: 11.006390.0 46300 10000 5804 6285042

BLANCA ROCHIN, PRINCIPAL

Print Name and Title of Site Administrator

8/5/19

Date

Blanca Rochin

Signature of Site Administrator

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

Signature of Program Director

Date

Financial Services (verify acct. #)

**Agreement for Independent Consultant Services**

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Rev. 8/7/10/18



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

**SERVICE AGREEMENT**  
**Agreement No. 201920-107**

THIS AGREEMENT made and entered into this 1st of October, 2019 by and between National Student Clearinghouse, hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

See Addendum

StudentTracker for High Schools

2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 1,275.00, not to exceed \$ 1,275.00 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 10/1/2019 and will terminate on or before 9/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

***General Liability:***

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

***Automobile Liability:***

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

***Workers' Compensation/Employer's Liability:***

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

***Professional Liability:***

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

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

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

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

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



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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: National Student Clearinghouse  
Dept.: Legal  
Address: 2300 Dulles Station Blvd, Suite 220  
Herndon, VA 20171  
Contact: Blair Fogarty  
Phone/email: 703-742-4458, contracts@studentclearir

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent  
Business Services

Date: September 9, 2019

SERVICE PROVIDER

NATIONAL STUDENT CLEARINGHOUSE



Signature

Print Name: Ricardo D. Torres

Print Title: President

Date: 8/27/2019

***District use only below line***

Account Number to be Charged 01.0-03000.0-11100-10000-5815-7460010

John M. Harris, Director College and Career Readiness

Name and Title of Site Administrator-Please print

Signature of Site Administrator

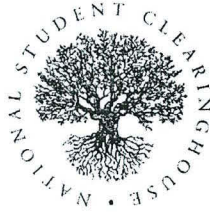
Date

Signature of Program Director ONLY IF using categorical funds

Date



## Addendum A



### StudentTracker for High Schools Agreement (District)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the National Student Clearinghouse ("Clearinghouse"), a not-for-profit corporation organized under the laws of the Commonwealth of Virginia, and the undersigned high school or high school district ("School") agree as follows:

NATIONAL STUDENT CLEARINGHOUSE

DOWNEY UNIFIED SCHOOL DISTRICT

Signature

Signature

Date

Ricardo D. Torres

Christina Aragon

Print Name

Print Name

President

Associate Superintendent Business Services

Title

Title (legal notices will be sent to this individual)

8/27/2019

11627 Brookshire Ave

Date

Street Address

Downey, CA 90241

www.studentclearinghouse.org

City/State/Zip

562-469-6521

Fax: 703-742-4234

Telephone

caragon@dusd.net

Email: graham@studentclearinghouse.org

Email

#### **Contract Type:**

☐ Single High School – account resides at the high school level

☒ School District – full or partial traditional school district

☐ Consortium of Schools –a group of schools from various locations, cities, states, etc.

**The terms of this agreement incorporate Paragraphs 1 through 20 attached and Attachments including Attachment 1 specifying individual schools within District**

## **StudentTracker for High Schools Agreement (District/School)**

1. The Clearinghouse provides a nationwide, central repository of information on student enrollment, degrees, diplomas, certificates and other educational achievements.
2. The School wants to obtain information on the attendance of its former students in postsecondary institutions and improve the manner in which the diplomas it has granted to its students are verified to prospective employers and others. The School wishes to use the services of the Clearinghouse to assist in the functions as described below and in the Attachments added hereto and made part hereof. Individual attachments may be added, deleted or modified by mutual written agreement.
3. The School will transmit to the Clearinghouse lists of its graduates ("Graduates"). Initially, it will transmit a list of Graduates dating back up to eight (8) years and, thereafter, will submit lists of new graduates each year after conferral of diplomas. The School agrees that it will submit its Graduates files electronically and that they will contain the data elements and configuration reasonably required by the Clearinghouse. The listing shall indicate which students have blocked the release of "directory information" under the Family Education Rights and Privacy Act ("FERPA"). The School will promptly inform the Clearinghouse of any newly placed directory information blocks. The Clearinghouse will promptly refer to the School any requests it receives from individual students either to correct or block records received from the School but will not modify or block records without instruction from the School.
4. Upon request, the Clearinghouse will compare the School's Graduates with its database and provide the School with data on the subsequent enrollment and educational achievements of its students at postsecondary institutions. In addition to the Graduates file, the School may also submit lists of graduates and other former students in a format reasonably required by the Clearinghouse ("StudentTracker Request Files"), and the Clearinghouse will provide data on the subsequent enrollment and educational achievements of these students at postsecondary institutions.
5. Schools, departments and boards of education, state and local educational authorities, and similar organizations ("Educators") may also contact the Clearinghouse to obtain information about individuals' graduate status, degrees, enrollments and other educational achievements attained outside of their own institutions. The School hereby appoints the Clearinghouse its agent for purposes of verifying degree and enrollment information for authorized Educators ("Degree Requestors"). Unless a FERPA exception applies or a requestor certifies that the student has provided a signed and dated written consent to release the specified information, the Clearinghouse will verify only information that the Institution is permitted to designate and disclose as "Directory Information" under FERPA and that the student has not blocked from release. The Institution will promptly notify the Clearinghouse of any material changes to the "Directory Information" definition. The Clearinghouse agrees to maintain a detailed record of each request that is attempted or completed ("Request Record"). The Clearinghouse will maintain the request record for review by the School or the individual student.
6. The Clearinghouse will not release any personally identifiable information except as specifically provided under this Agreement, including Exhibits . The Clearinghouse may not in any way use or supply student personally identifiable information obtained hereunder beyond the specific purposes set forth in this agreement, specifically including, but not limited to any marketing of products or services.
7. Both parties acknowledge that the security of the information exchanged is of critical importance. Both parties will comply with all applicable laws and regulations concerning the security and dissemination of the information exchanged hereunder including, but not limited to, The Higher Education Act and related federal regulation, FERPA and related federal regulation, Gramm-Leach-Bliley and related federal regulation and any applicable state laws concerning the privacy and security of the information to be shared hereunder. The Clearinghouse will maintain an information security program including technological, physical, and operational safeguards, a copy of a summary of which will be available to School on request. Such program will include technical and operational safeguards as required under the above referenced laws.



The Clearinghouse shall not store any school provided personally identifiable in its custody outside of the United States.

School will provide the Clearinghouse with any requested necessary information on Institution's FERPA Directory Information policy. Institution will maintain appropriate security policies and procedures concerning the access of its staff to the password protected areas of the Clearinghouse website.

In the event either party determines that an event has occurred that reasonably leads it to believe that there has been an unauthorized or improper disclosure of the information exchanged under this agreement that party will promptly notify the other unless specifically directed not to make such notification by law enforcement. Such notification will include the nature of the incident, the information compromised and the action taken. The parties will cooperate and keep each other fully informed until the incident is resolved. Either party shall have the right to immediately suspend service under this Agreement until the resolution of such incident.

The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).

8. In consideration of the services provided by the Clearinghouse under this Agreement, the School agrees to pay the Clearinghouse a fee in accordance with the Clearinghouse's published Schedule of Fees for Secondary Schools. The Clearinghouse agrees to provide the School with ninety (90) days prior written or electronic notice of any increase in the fee for this service. The School agrees to submit payment of applicable fees within thirty (30) days of receipt of a bill from the Clearinghouse. If the School is a school district, it will submit a list of the names of the high schools covered by this Agreement on Attachment 1.
9. The Clearinghouse uses its best efforts to review, interpret, and follow publicly disseminated guidance on FERPA in the development and operation of its services and provides for the release of only unblocked directory information unless FERPA authorizes release without consent. The School is solely responsible for its compliance with FERPA, and the Clearinghouse is not liable for any errors or omissions by the School that may give rise to FERPA violations. Both the Clearinghouse and the School agree to comply with all applicable Federal, State, and local statutes, regulations, and other requirements pertaining to the security, confidentiality, and privacy of information exchanged with and maintained by the Clearinghouse.
10. The School agrees that it may only disclose the data provided by the Clearinghouse to school boards and school officials whom it has determined to have legitimate educational interests. The School agrees that it will not release data provided by the Clearinghouse to any other individuals, institutions, or organizations, other than those identified above, either in student or postsecondary institution identifiable form, without the Clearinghouse's express written permission and payment of any additional fees that may be required.
11. In the event the School is required to disclose any data provided hereunder (specifically including, but not limited to, information which could potentially identify individuals or specific postsecondary institutions) pursuant to any applicable statute, law, rule or regulation of any governmental authority or pursuant to any order of any court of competent jurisdiction, the School must provide the Clearinghouse prompt notice of such request for disclosure and reasonably cooperate with the Clearinghouse's efforts to obtain a protective order. The parties further agree that any exclusion effected pursuant to this provision is authorized only to the minimum extent necessary to allow the School to comply with a legal rule or order compelling the disclosure of information and shall not constitute a general waiver of the obligations of confidentiality under this Agreement.
12. The School will institute and maintain reasonable controls to ensure that the information it provides to the Clearinghouse under this Agreement is complete and accurate. The School agrees that the Clearinghouse will not be responsible for actions, errors or omissions of the School.
13. The School agrees to:



- a. Ensure that only authorized personnel whom it has determined to have legitimate educational interests will be provided with access to the Clearinghouse's secure website, and that such access will be immediately terminated when those personnel leave the School's employment.
  - b. Take all necessary steps to ensure that authorized personnel do not share their Clearinghouse website user names and passwords with other individuals or entities.
14. The Clearinghouse will institute and maintain reasonable controls to ensure the integrity and security of its database and data transmission systems so that it releases information solely to authorized Requestors in accordance with the terms of this Agreement and applicable law. Such controls will adhere to best practices and standards within the education community related to information security and will include technical, operational and physical controls which will be reflected in a comprehensive information security policy. The Clearinghouse will provide periodic security training to its employees who operate or have access to the database and data transmission systems. The Clearinghouse agrees to indemnify and hold the School harmless from any direct loss, cost, damage or expense suffered by the School as a direct result of the Clearinghouse's failure to comply with its obligations under this Agreement. The Clearinghouse will maintain insurance covering errors and omissions in its data processing operations in the amount of at least two million dollars (\$2,000,000).
15. The School may audit the performance by the Clearinghouse of its duties and obligations hereunder at the Clearinghouse offices during normal business hours but no more frequently than annually. Audits require 30 days advanced notice and will be scheduled at a mutually convenient date.
16. The Clearinghouse acts as agent for the School in the verification and release of information from education records under this Agreement. The Clearinghouse will not retain or release personally identifiable information provided by the School except as specifically authorized under this Agreement. The Clearinghouse may retain or release information received from the School under this Agreement that is in aggregate or statistical form and does not contain Social Security numbers or other personally identifiable information. The School retains full ownership rights to the information in the education records it provides to the Clearinghouse. Upon termination of this agreement, the Clearinghouse will immediately discontinue use of any information that has been provided to it by the School. The Clearinghouse agrees to destroy all information provided under this Agreement: (1) at the School's request; (2) when the data is no longer needed to achieve this Agreement's purposes, (3) upon termination of this Agreement, or (4) as otherwise required by State or Federal law. School agrees that Clearinghouse may maintain data provided by the State, when such data is needed to satisfy audit or other State and Federal legal and regulatory requirements. Certification of this destruction will be at the School's request per the Clearinghouse's data deletion policy, or as otherwise may be required by the School.
17. In the event School is required by law or regulation to provide parents or eligible students, access to, or correction of student data, Clearinghouse agrees to facilitate access and correction of data shared under this Agreement
18. The Clearinghouse agrees that data provided by the School under the agreement may not be sold by Clearinghouse, or be used by the Clearinghouse to amass a student profile or conduct targeted advertising.
19. The School agrees to acknowledge in all internal and external reports, presentations, publications, press releases, and/or research announcements that utilize StudentTracker data that the source of the data is the StudentTracker service from the National Student Clearinghouse.
20. The School agrees to provide all notices to the Clearinghouse under this Agreement to:

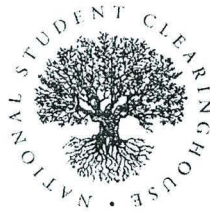
National Student Clearinghouse  
2300 Dulles Station Blvd., Suite 300  
Herndon, VA 20171  
Attn: Amy Gomez, Contract Admin.  
Electronically: [contracts@studentclearinghouse.org](mailto:contracts@studentclearinghouse.org)



21. The Clearinghouse agrees to provide all notices under this Agreement to the School to the signatory and address on Page 1 of this Agreement unless otherwise instructed in writing by the School. The Clearinghouse considers the signatory to this Agreement as its primary contact for all operational and systems issues unless otherwise instructed in writing by the School.
22. The effective date of this Agreement is the date by which it is signed by both parties. This Agreement will remain in effect until terminated by either party by providing sixty (60) days written notice to the other party. The parties agree that any subsequent modifications to this Agreement will be made only in writing. The Clearinghouse may assign this Agreement without consent to a successor or wholly owned subsidiary.
23. All representations, warranties, disclaimers of liabilities, indemnifications, and covenants between the parties will survive the termination of this Agreement for any reason and in any manner and will remain in full force and effect between the parties.
24. To the extent applicable under California law:
  - a. Should an event rise to the level of a security breach, both parties to this Agreement shall reasonably cooperate together to fulfill either party's requirements under California data breach notification laws. The Clearinghouse shall follow its breach notification policy, which is in compliance with applicable federal and California laws. Notifications will include, written in plain language, the Clearinghouse's name and information about who to contact at the Clearinghouse, a list of the personal information we reasonably believe to have been the subject of a breach, a general description of the breach incident, and the steps we are taking to mitigate; and
  - b. Except as otherwise provided in this Agreement, both parties agree that they may not disclose data obtained under this Agreement with any third party. Furthermore, both parties shall take all reasonable steps to ensure that third parties are prohibited from using identifiable information in pupil records to engage in targeted advertising.



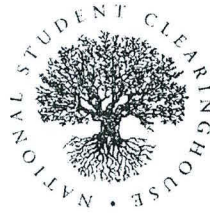




**Attachment 1 (for Districts)**  
**StudentTracker for High Schools Agreement**

**Participating High Schools**

<b>District Name</b>	Downey Unified School District
<b>Date</b>	August 15, 2019
<b>School Name</b>	
Downey High School	
Warren High School	
Columbus High School	



**Attachment 2:  
StudentTracker for High Schools Agreement**

**NATIONAL STUDENT CLEARINGHOUSE  
SCHEDULE OF FEES FOR SECONDARY SCHOOLS  
Published May 15, 2007 and Effective Until Further Notice**

High schools high school consortiums and/or high school districts will pay an annual subscription fee for participation in the StudentTracker for High Schools program equal to \$425.00 per high school.

The program will be provided at **no charge** to high schools that meet the following criteria:

- Have a total enrollment of less than 300 students, AND
- Are located in a district where two or more high schools pay the full annual StudentTracker for High Schools subscription fee.



**Attachment 3**  
**STUDENT TRACKER FOR HIGH SCHOOLS**  
**CONTACT LIST**

School/District Name:

**\*Executive Contact**

(Primary point of contact other than signee)

Name: John M. Harris Title: Director College and Career Readiness

Email Address: jharris@dusd.net Phone Number: 562-469-6577

**\*Billing Contact**

(Person to receive billing invoice)

Name: Nancy Valdez Title: Senior Secretary College and Career Readiness

Billing Address: 11627 Brookshire Ave., P.O. Box 7017, Downey CA 90241

Email Address: nvaldez@dusd.net Phone Number: 562-469-6578

**\*Technical Contact(s)**

(Person(s) responsible for creating, sending and receiving file data)

Name: Chris Nezzar Title: Chief Technology Officer

Email Address: cnezzar@dusd.net Phone Number: 562-469-6901

Name: Yesenia Gonzalez Title: Student Information Systems Manager

Email Address: yegonzalez@dusd.net Phone Number: 562-469-6764

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Please FAX completed contract and attachments to: 703-742-4234**

**DOWNEY UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

No. 201920-109

This AGREEMENT is made and entered into this 19 day of August 2019,  
between the Downey Unified School District ("DISTRICT") and  
Anthony Mendez, ("CONSULTANT"), to provide services  
under the direction of:

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

**1. SCOPE OF SERVICES**

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

Work with the classroom teacher to create relevant lab and lesson plans, build community

relationships for potential job shadow and internship opportunities, establish a rapport with

community colleges linking articulation, dual enrollment opportunities to auto students

**2. LOCATION OF PERFORMANCE/SERVICE:** Downey High School and offsite locations

**3. PERIOD OF AGREEMENT**

This Agreement is effective 8/17/2019 and will be completed by 6/1/2020 inclusive. CONSULTANT acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

**4. CREDENTIAL**

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

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

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

**5. INDEPENDENT CONSULTANT**

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



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

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

**6. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$ 50.00 per hour not to exceed a total of \$ 7.500. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

**7. INDEMNIFICATION**

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

**8. INSURANCE**

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

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

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

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

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

#### **9. FINGERPRINTING**

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



**10. ASSIGNMENT**

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

**11. CONFIDENTIAL INFORMATION**

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

**12. WORK PRODUCT**

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

**13. TERMINATION**

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

**14. GOVERNING LAW**

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

**15. SEVERABILITY**

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

**16. WAIVER**

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

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

Anthony Mendez  
Consultant Name

Anthony Mendez  
Signature

\_\_\_\_\_  
Taxpayer ID no. or Soc. Sec. Number

Street Address 11

Whittier, Ca  
City, State, Zip Code

August - 1 - 21 2019  
Date

Downey Unified School District

\_\_\_\_\_  
Christina Aragon  
Associate Superintendent

September 9, 2019  
Date

Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
(562) 469-6520

*District use only below line*

Account Number to be Charged: 01.0-02000.0-11100-10000-5004-4250000

Tom Harts / Principal  
Print Name and Title of Site Administrator

8-17-17  
Date

[Signature]  
Signature of Site Administrator

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

\_\_\_\_\_  
Signature of Program Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Financial Services (verify acct. #)

**Agreement for Independent Consultant Services**

5 | Page

Rev 07/10/18



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

**SERVICE AGREEMENT**  
**Agreement No. 201920-110**

THIS AGREEMENT made and entered into this 1 of July, 2019 by and between Administrative Services Cooperative, Inc., hereinafter called the **SERVICE PROVIDER** and the **DOWNEY UNIFIED SCHOOL DISTRICT**, hereinafter called the **DISTRICT** mutually agree as follows:

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

Specialized Transportation for Special Education Students

---
2. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 140,000, not to exceed \$ 140,000 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins July 1, 2019 and will terminate on or before June 30, 2019 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in the performance of the work of the Agreement.

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

***General Liability:***

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

***Automobile Liability:***

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

***Workers' Compensation/Employer's Liability:***

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

***Professional Liability:***

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

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

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

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

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



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

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

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

DISTRICT

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

SERVICE PROVIDER

Name: Administrative Serv, Co-Op  
Dept.:  
Address: 2129 W. Rosecrans Avenue  
Gardena, Ca 90249  
Contact: Janet G Kravetz  
Phone/email: 310)387-5970

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

DISTRICT

SERVICE PROVIDER

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon

Print Title: Associate Superintendent  
Business Services

Date: \_\_\_\_\_



Signature

Print Name: Marco A. Soto

Print Title: Director of Operations

Date: 8/15/19

*District use only below line*

Account Number to be Charged 01.0 33100.0 57500 36000 5811 7430000

Patricia G. Sandoval- Director of Special Education

Name and Title of Site Administrator-Please print

  
Signature of Site Administrator

8/26/19  
Date

Signature of Program Director ONLY IF using categorical funds

Date

Downey Unified School District  
Service Agreement No. 201920-110

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**INTEGRATED PEST CONTROL  
MANAGEMENT**

Integrated Pest Control Management, Inc.  
527 N. Azusa Ave., Covina, CA 91722  
Office 626.618.6237 Fax 626.608.3276  
Email: Info@ipcminc.com  
D.U.S.D. Agreement No. 201920-113

## PEST CONTROL SERVICE CONTRACT

### SERVICE ADDRESS

CUSTOMER NAME: Downey Unified School District  
CUSTOMER ADDRESS: 11627 Brookshire Ave.  
CITY: Downey  
STATE: CA ZIP: 90241  
PHONE/CONTACT: (562)469-6704  
EMAIL ADDRESS: \_\_\_\_\_

### BILLING ADDRESS

NAME: Downey Unified School District  
ADDRESS: 11627 Brookshire Ave.  
CITY: Downey  
STATE: CA ZIP: 90241  
PHONE/CONTACT: (562)469-6704  
EMAIL ADDRESS: \_\_\_\_\_

Date: July 11, 2019

☐ Residential (Home, Condo, Etc.) ☐ Commercial (Apt., Office, Etc.) ☒ Institutional (School, Hospital, Museum, Etc.) ☐ Restaurant ☐ Warehouse ☐ Other \_\_\_\_\_

IPCM, Inc. will perform the scheduled service at the above service address for the control of the following pest(s):

☒ Roaches ☐ Rats ☒ Mice ☒ Ants (Excl. Carpenter, Fire and Pharaoh) ☐ Bed Bugs  
☐ Bees ☐ Fleas ☒ Other Silverfish ☒ Other Spiders ☒ Other Crickets

This Contract does not, under any circumstances, provide for treatment for or control of any other insect or organism not specifically indicated by an "✓" in this Contract.

### 1. SERVICE FREQUENCY.

☐ One Time ☐ Weekly ☐ Bi-Weekly  
☒ Monthly ☐ Bi-Monthly ☐ Quarterly  
☐ Annually ☐ Semi-Annually ☐ Daily  
☐ Other \_\_\_\_\_

### 2. CREDIT TERMS – Office Only

☐ C.O.D. ☐ 7 Days Credit  
☐ 14 Days Credit ☒ 30 Days Credit  
☐ Other \_\_\_\_\_  
☐ 6 Month Contract ☒ 1 Year Contract ☐ Other \_\_\_\_\_

Service Type	Initial Fee	Service Fee	Replacement
Initial Service	\$	\$	\$
Monthly Service	\$	\$2,600.00	\$
One Time Service	\$	\$	\$
Clean Out	\$	\$	\$
Bait Stations	\$	\$	\$
Tin Cat Service	\$	\$	\$
Fly Light Service	\$	\$	\$
Animal Trapping	\$	\$	\$
Trend Reports	\$	\$	\$
Scanning	\$	\$	\$
Logbook (Digital)	\$	\$	\$
Logbook (Hard Copy)	\$	\$	\$150.00 /ea
A.I.B	\$	\$	\$
S.Q.F	\$	\$	\$
Other - Yearly	\$	\$31,200.00	\$



This Contract may be renewed after the expiration of the original period for a renewal fee of \$ 0.00 , unless either party provides written notice of nonrenewal thirty (30) days prior to the expiration of the Contract period. Either party may cancel this Contract at anytime on thirty (30) days written notice to the other party. The renewal fee may be adjusted at the sole discretion of IPCM, Inc. Customer understands that IPCM, Inc.'s liability under this Contract is limited to providing a REMEDIAL TREATMENT ONLY and in no way, implied or otherwise, is IPCM, Inc. responsible for the repair or replacement of any content of the structure(s).

3. **DESCRIPTION OF SERVICE.** IPCM, Inc. will provide services for control within the structure in the following manner: \_\_\_\_\_

Fiscal Year 2019 – 2020 Agreement.

Scope of Service: General pest control includes mice, roaches, spiders, crickets, silverfish and removal of spider webs as required. Inspect Multi-Purpose Rooms (MPR), classrooms, staff lounge, offices, gyms, locker rooms, economics room and other buildings as required as well as exterior areas. Bait/chemical treatment of exterior areas as required/directed. Interior areas are treated only when needed or if an issue has been reported. They are treated early morning when there is no staff or students around. Treat any areas where activity is found in all 20 facilities (please refer to page 3).

**Note I- 1 logbook provided for the office.**

**Note II- This service excludes: Fire ants, wasp, bees, ground squirrels, gophers, rodent proofing, rodent clean outs, termite, and animal trapping.**





## Pest Management Service Locations:

### ELEMENTARY SCHOOLS

1. Alameda Elementary	\$130 x 12=\$1,560	8613 Alameda St., Downey, CA 92042
2. Carpenter Elementary	\$130 x 12=\$1,560	9439 Foster Rd., Downey, CA 90242
3. Gallatin Elementary	\$130 x 12=\$1,560	9513 Brookshire Ave., Downey, CA 90240
4. Gauldin Elementary	\$130 x 12=\$1,560	9724 Spry St., Downey, CA 90242
5. Imperial Elementary	\$130 x 12=\$1,560	8133 E. Imperial Hwy., Downey, CA 90242
6. Lewis Elementary	\$130 x 12=\$1,560	13220 Bellflower Blvd., Downey, CA 90242
7. Old River Elementary	\$130 x 12=\$1,560	11995 Old River School Rd., Downey, CA 90242
8. Price Elementary	\$130 x 12=\$1,560	9525 Tweedy Lane, Downey, CA 90240
9. Rio Hondo Elementary	\$130 x 12=\$1,560	7731 Muller St., Downey, CA 90241
10. Rio San Gabriel Elementary	\$130 x 12=\$1,560	9338 Gotham St., Downey, CA 90241
11. Unsworth Elementary	\$130 x 12=\$1,560	9001 Lindsey Ave., Downey, CA 90240
12. Ward Elementary	\$130 x 12=\$1,560	8851 Adoree St., Downey, CA 90240
13. Williams Elementary	\$130 x 12=\$1,560	7530 Arnett St., Downey, CA 90241

### MIDDLE SCHOOLS

14. Doty M.S.	\$130 x 12=\$1,560	10301 Woodruff Ave., Downey, CA 90241
15. Griffiths M.S.	\$130 x 12=\$1,560	9633 Tweedy Lane, Downey, CA 90240
16. Sussman M.S.	\$130 x 12=\$1,560	12500 Birchdale Ave., Downey, CA 90242
17. Stauffer M.S.	\$130 x 12=\$1,560	11985 Old River School Rd., Downey, CA 90242

### HIGH SCHOOLS

18. Downey H.S.	\$130 x 12=\$1,560	11040 Brookshire Ave., Downey, CA 90241
19. Warren H.S.	\$130 x 12=\$1,560	8141 De Palma St., Downey, CA 90241
20. Columbus H.S.	\$130 x 12=\$1,560	12330 Woodruff Ave., Downey, CA 90241

**Monthly Total \$2,600**

**Yearly Total \$31,200**



### Odd Services Price List

1. Bee swarms and/or Wasp removal	\$150.00
2. Beehive removal	\$150.00 and up
3. Live/Dead Animal Trapping/Removal	\$150.00
4. Fleas, mites,	\$150.00 (follow up included) \$150.00 and up
5. Gophers/Ground Squirrels	\$150.00 per service
6. Door Sweeps	\$65.00/each
7. Rodent control and eradicate rats and mice	Price based on job
8. Bird Work	Price based on job
9. Mosquito Control	Price based on job
10. Door Sweep Excluder	\$125.00 each
11. Green Drains	\$28.00 each
12. EZ Clean Stations	\$20.00 each

**NOTE:** IPCM, Inc. Technician servicing your site will be Branch II, QAL certified, California Fishing Game Trapping Licensed (required by State to do any type of trapping) and certified in African bees. IPCM, Inc. is strictly DPR compliant; we provide log books, the Fumigation Plan (FMP), postings and on time service. Service tickets will be left on site after each service inside the hard copy log book. Healthy Schools Act requires each district to have one log book per site.

IPCM, Inc. will offer annual safety training to District personnel.

IPCM, Inc. will help train Custodians, MNO, Grounds Department, Maintenance Department and Nutrition Services Department bi-annually on the following:

1. Storage practices
2. Sanitation practices
3. Identifying pests
4. To be Healthy Schools Act compliant
5. Postings





INTEGRATED PEST CONTROL  
MANAGEMENT

Integrated Pest Control Management, Inc.  
527 N. Azusa Ave., Covina, CA 91722  
Office 626.618.6237 Fax 626.608.3276  
Email: Info@ipcm-inc.com  
D.U.S.D. Agreement No. 201920-113

4. **SERVICES PROVIDED.** IPCM, Inc. will conduct a thorough visible inspection of the premises for evidence of infestation and will provide treatment for the control of the pest(s) as determined appropriate by IPCM, Inc. IPCM, Inc. will apply pest control products in accordance with the directions of the manufacturers of the products, U.S. EPA approved labels, and the requirements of federal and state laws and regulations. For purposes of this Contract "control" is defined as the periodic eradication of existing infestations within practical limits.
5. **CUSTOMER OBLIGATION.** Customer agrees to maintain the premises subject to this Contract in a condition which does not promote infestations. Customer agrees to maintain the premises in a reasonably clean and sanitary condition and to keep the structure in such a state of repair so as to avoid providing easy access of pest(s). If conditions noted by IPCM, Inc. are not corrected as required, this Contract shall automatically terminate and be canceled. Further additional treatment in areas of such conditions that are not corrected as reported on your "Service and Inspection Report" shall be paid for by the Customer as an extra service charge.
6. **SERVICE EXCLUSION.** I understand this agreement does not include the control, treatment, or prevention of wood infesting organisms such as subterranean (ground) termites (*Reticulitermes* spp.; *Heterotermes* spp.) and Formosan termites (*Cootermes* spp.) or dry wood termites (*Kaloterms* spp.; *Incisitermes* spp.; *Cryptotermes* spp.) or aerial (above-ground) infestations of any kind, powder post beetles, woodborers, wood wasps, or wood decay fungus. I expressly waive and release IPCM, Inc. from liability for any and all claims for personal injury or damages to the structure of its contents caused by wood infesting organisms.

By signing this Contract, I, the Customer, certify that I have read and fully understand the provisions on the front and back of this Contract will all its terms and conditions without limitation, and it being specifically understood that IPMC, Inc. and the undersigned are bound only by the terms and conditions of this Contract and not by any other representations oral or otherwise.

ACCEPTED BY: \_\_\_\_\_  
SIGNATURE ( ) Owner ( ) Lessee (x) Agent

FIELD REP.: \_\_\_\_\_  
(PRINT NAME)

PRINT NAME: Christina Aragon, Associate Supt. Business Services

BRANCH MANAGEMENT: \_\_\_\_\_  
SIGNATURE

DATE: September 9, 2019 Title: \_\_\_\_\_

Date: \_\_\_\_\_

THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY IPCM, INC. MANAGEMENT

**ADDITIONAL TERMS AND CONDITIONS**

7. **AREAS SERVICED.** IPCM, Inc. will apply treatment, as it deems appropriate to all potential harborage areas within the structure. Customer agrees to provide access to the structure at the scheduled time of service. In the event IPCM, Inc. is denied access to the interior of the structure. IPCM, Inc. will not provide treatment and Customer agrees to pay a trip charge of \$25.00 and a service charge for a return to provide treatment of the structure.
8. **PERFORMING THE WORK.** IPCM, Inc. will perform the work in a workman-like manner. IPCM, Inc. will exercise reasonable care while performing any work hereunder to try to avoid damaging any part of the structure(s), plants or animals. Under no circumstances or conditions shall IPCM, Inc. be responsible for damage caused by IPCM, Inc. at the time the work is performed except those damages resulting from gross negligence on the part of IPCM, Inc.
9. **CHANGE IN LAW.** This Contract shall be interpreted, regulated and adjudicated in accordance with applicable federal, state and local laws and regulations as they exist at the time this Contract is executed. Should any federal State or local law or regulation be changed regarding IPCM, Inc. services or treatment, IPCM, Inc. may take whatever steps are necessary to comply with said laws.





- 10. LIMITS OF LIABILITY.** Although IPCM, Inc. will exercise reasonable care in performing services under this Contract, IPCM, Inc. will not be liable for injuries or damage to persons, property, birds, animals or vegetation, except those damages resulting from gross negligence by IPCM, Inc. Further, no circumstances will IPCM, Inc. be responsible for any injury, disease or illness caused, or allegedly caused, by bites, stings, or contamination of bed bugs or any other insects, spiders, rodents, or beetles. IPCM, Inc.'s representatives are not medically trained to diagnose borne illnesses or diseases. Please consult your physician for any medical diagnosis. To the fullest extent permitted by law, IPCM, Inc. will not be liable for personal injury, death, property damage, loss of use, loss of income or any other damages whatsoever, including consequential and incidental damages, arising from this service. IPCM, Inc.'s liability is specifically limited to the labor and products to help reduce populations.
- 11. EXISTING DAMAGE.** IPCM, Inc. is not responsible for repairs to damages disclosed in its inspection. In addition, hidden damage may exist in concealed, obstructed or inaccessible areas. No attempt to remove siding, plastic or sheet rock, insulation, carpeting, paneling, etc. to search for hidden infestation/damage is made. IPCM, Inc. cannot guarantee that the infestation/damage disclosed by the floor-level visual inspection of the premises shown above represents the entirety of the infestation/damage which may exist as of the date of the initial control application. IPCM, Inc. shall not be responsible for repair of any existing damage, including without limitation, any damage that existed in areas or on structural members, which were not accessible for visual inspection as of the date of this inspection. It is advisable that a qualified building expert inspect the property to determine what effect, if any, the infestation/damage has upon the structural integrity of the property.
- 12. FUTURE DAMAGE.** Customer understand that IPCM, Inc. is not responsible for and does not guarantee against present and future damage to the building or contents, or provide for the repair or replacement thereof. This Contract does not guarantee, and IPCM, Inc. does not represent, that covered insects will not return to the property.
- 13. DISCLOSURE.** Prior to such treatment, the Customer or its Agent must divulge any information concerning hidden plenum air spaces, crawl spaces, air ducts (underground or embedded in the slab), wells or cisterns (including those existing on adjacent properties), concealed pipes or cables, water-proofing installation, a high water table, dampness or moisture conditions, or any other conditions that may contribute to the pollution of the environment. Failure by Customer or its Agent, prior to treatment by IPCM, Inc., to divulge such information to IPCM, Inc., forever and fully releases IPCM, Inc. from any and all liability arising out of such treatment.
- 14. ADDITIONS/ALTERATIONS.** In the event the premises are structurally modified, altered or otherwise changed, or if soil is removed or added around the foundation, or if IPCM, Inc. treatments are disturbed, Customer will notify IPCM, Inc. prior to such event and will purchase the additional periodic service treatment required by the change incurred. Rejection of additional charges terminates this Contract automatically. The failure of IPCM, Inc. to notice any such changes does not release Customer from the obligation set forth in this paragraph. This Contract does not cover detached garages, tool sheds, fences, or other outbuildings, unless specifically itemized in this Contract.

#### ADDITIONAL TERMS AND CONDITIONS

- 15. NON-PAYMENT.** Customer will pay IPCM, Inc.'s invoices upon receipt. IPCM, Inc. may terminate this Contract if payment is not received within thirty (30) days of the date of the invoice. In the event legal action is necessary to collect any amount due IPCM, Inc., IPCM, Inc. shall be entitled to recover from Customer all reasonable costs of collection, including reasonable attorney's fees and expenses, in addition to any outstanding amount due IPCM, Inc. In addition, interest at the rate of 1.5% per month, being 18% annually or the highest rate allowed by applicable law will be assessed on any past due amounts owed by Customer until paid. This Contract and any extension of its term will be effective only upon payment of the charges as provided herein.
- 16. TERMINATION.** IPCM, Inc.'s liability under this Contract will terminate and IPCM, Inc. will be excused from the performance of any obligations under this Contract should 1) Customer allow another pest control operator and/or company to treat the subject structure(s) during any term hereof, 2) Customer utilize any home remedy products, 3) IPCM, Inc. be prevented or delayed from fulfilling its responsibilities under the terms of this Contract by reasons or circumstances reasonably beyond IPCM, Inc.'s control, including, but not limited to, acts of war, whether declared or undeclared, acts of any duly constituted government authority, strikes, acts of God, or refusal of Customer to allow IPCM, Inc. access to the structure(s) for the purpose of treatment or carrying out the terms and conditions of this Contract.





- 17. ENTIRE CONTRACT.** This Contract, together with any attachment(s), if any, signed by IPCM, Inc. and Customer constitutes the entire CONTRACT between the parties and no other representation or statements, whether oral or written, will be binding upon the parties.
- 18. NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of this Contract must be made immediately in writing to IPCM, Inc. within 24 hours. IPCM, Inc. is only obligated to perform under this Contract if Customer allows IPCM, Inc. access to the identified structure for any purpose contemplated by the Contract, including but not limited to re-inspection, whether the inspection was requested or considered necessary by Customer or required by the Contract and requested or considered necessary by IPCM, Inc.
- 19. SEVERABILITY.** If any part of this Contract is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this Contract will remain in full force and effect.
- 20. TRANSFERABILITY.** This Contract will terminate upon transfer of ownership of the described structure(s). However, IPCM, Inc., at its discretion, may transfer the Contract to a new purchaser provided the new customer signs a transfer addendum, pays a fee to cover the administrative cost of the transfer, and pays the renewal as established by IPCM, Inc. Upon transfer of this Contract to a new owner at the discretion of IPCM, Inc., this Contract shall thereafter provide for the retreatment of the covered structure only.
- 21. SPECIFIC EXCLUSIONS.** The Contract does not cover and IPCM, Inc. will not be responsible for:
- 1) Damage resulting from moist conditions, including but not limited to fungus or mold, whether visible or not;
  - 2) Damage resulting from any wood destroying organisms;
  - 3) Expenses related to the replacement of linens, upholstery, furniture, mattress(es), soiling or related costs;
  - 4) Expenses related to medical evaluation or treatment for bites associated with pest(s);
  - 5) Damages or expenses for any claim of personal injury related to an infestation of pest(s);
  - 6) Loss of income claimed to be related to any pest bites or associated illnesses;
  - 7) Additional exclusions: \_\_\_\_\_
- These specific exclusions are in addition to the other exclusions contained in this Contract.
- 22. CHEMICAL SENSITIVITY.** If Customer or other occupants of the structure(s), or adjacent buildings, believe they are or may be sensitive to pesticides or their odors, or if Customer or other occupants have consulted with a medical doctor, or other healthcare provider, regarding such sensitivity, Customer must notify IPCM, Inc. in writing, in advance of treatment of the structure(s). IPCM, Inc. reserves the right, upon receipt of such notification, to deny or terminate service. Failure to provide such notification represents Customer's assumption of risk and waiver of any claims against IPCM, Inc. in connection with such sensitivity.



## Tenant Pesticide Disclosure

Dear Property Owner/Manager,

Enclosed is a copy of the pesticide disclosure notice required by California Law (8538 Business and Professions Code and 1970.4 California Code of Regulations) provided in advance of our initial pest control service in, around or to your building. Copies of this notice should be delivered to the tenant of this structure/building immediately upon receipt.

Additionally, in accordance with California law, this disclosure is being posted in public areas of this structure/building prior to the initial service. The notice will not be reposted with each subsequent service unless a change is made in the selection of pesticides to be used in conjunction with the service being performed. In that case, a disclosure notice will again be posted and will be provided to you for dissemination to your tenants.

In the event the interior of a unit is treated, the required notice related to that treatment will be left inside the unit in question.

Copies of this pesticide disclosure notice should be provided to any tenant who may move in subsequent to our initial service. This may be done by making a copy of the pesticide disclosure notice part of the documentation provided to all new tenants. Additionally, this disclosure notice can remain posted in conspicuous places such as in the laundry room(s), at the mailboxes, and in other common areas.





**Tenant Disclosure**

Dear Property Owner/Manager,  
Enclosed is a copy of the pesticide disclosure notice required by California law (8538 Business and Professions Code and 1970.4 California Code of Regulations) provided to you in advance of our initial pest control service in, around or to your building. Copies of this notice should be delivered to the tenants of this structure/building immediately upon receipt.

Additionally, in accordance with California law, this disclosure is being posted in public areas of this structure/building prior to the initial service. The notice will not be reposted with each subsequent service unless a change is made in the selection of pesticides to be used in conjunction with the service being performed. In that case, a disclosure notice will again be posted and will be provided to you for dissemination to your tenants. In the event the interior of a unit is treated, the required notice related to that treatment will be left inside the unit in question.

Copies of this pesticide disclosure notice should be provided to any tenants who may move in subsequent to our initial service. This may be done by making a copy of this pesticide disclosure notice as part of the documentation provided to all tenants.

Additionally, this disclosure notice can remain posted in conspicuous places such as in the laundry room(s), at the mailboxes and in other common areas.

A copy of this letter is being provided for your signature as acknowledgement of receipt of this information and the enclosed notice.

**Employee Disclosure**

Dear Business Owner,  
Enclosed is a copy of the pesticide disclosure notice required by California law (8538 Business and Professions Code and 1970.4 California Code of Regulations). These regulations require that this notice be provided to you prior to or initial pest control services.

Under the California law, copies of this notice should be passed on to your employees and to persons working at this facility. Copies of this disclosure are also to be posted in a conspicuous place on an on-going basis.

California law further requires that all employers implement a written injury and illness prevention program, and this disclosure should be incorporated into that program.

Should IPCM, Inc. determine that different or other pesticides are to be used in providing pest control services at the location; an amended or supplemental disclosure will be provided to you prior to those products being used. The above procedure relating to notice to employees and others working on site should be followed with respect to any amended or supplemental notice, as should those related to posting of disclosure.

An additional copy of this letter is being provided for your signature. This copy will serve as your acknowledgement of receipt of this disclosure and should be returned to IPCM, Inc.

**Acceptance**

Print name of Property Representative: Downey Unified School District

Title: Associate Superintendent, Business Services

Property Address: 11627 Brookshire Ave., Downey, CA 90241

Signature: \_\_\_\_\_ Date: September 9, 2019



## Pesticide Disclosure Notice

State law requires that you be given the following information: **Caution – Pesticides are toxic chemicals.** Structural Pest Control Operators are licensed and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risks depends upon the degree of exposure, so exposure should be minimized. If, within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest control operator immediately.

**For further information, contact any of the following:**  
Integrated Pest Control Management 626-618-6237

**For health questions, The County Health Department:**

Alameda	510-267-8000	San Diego	619-338-2222
Butte	530-538-7581	San Francisco	415-554-2666
Contra Costa	925-313-6740	San Joaquin	209-468-2285
Los Angeles	800-427-8700	San Mateo	650-372-6200
Marin	415-473-3696	Santa Clara	408-885-5673
Napa	707-253-4270	Santa Cruz	831-454-2022
Orange	714-834-3155	Solano	707-784-8600
Placer	530-886-1870	Stanislaus	209-558-7700
Riverside	951-358-5000	Ventura	805-981-5101
Sacramento	916-875-5881	Yolo	530-666-8645
San Bernardino	800-782-4264		

**For regulatory information, The County Agricultural Commissioner:**

Alameda	925-245-0846	San Diego	858-694-2741
Butte	530-538-7381	San Francisco	415-252-3830
Contra Costa	925-646-5250	San Joaquin	209-953-6000
Los Angeles	818-575-5471	San Mateo	650-363-4700
Marin	415-499-6700	Santa Clara	408-918-4600
Napa	707-253-4357	Santa Cruz	831-763-8080
Orange	714-447-7100	Solano	707-784-1310
Placer	530-889-7372	Stanislaus	209-525-4730
Riverside	951-955-3000	Ventura	805-933-3165
Sacramento	916-776-1400	Yolo	530-666-8140
San Bernardino	909-387-2115		

Poison Control Center 1-800-222-1222

For additional regulatory information – the Structural Pest Control Board  
2005 Evergreen Street, Suite 1500, Sacramento, CA 92815 (916) 561-8700





## Chemical Pesticide Notice

County: Los Angeles Date: 7/11/19

Dear Customer:

Thank you for choosing **Integrated Pest Control Management, Inc.** to perform your pesticide application requirements. In accordance with the laws and regulations of the State of California we are required to provide you with the following information prior to application of pesticides to your property. Please take a few moments to read and become familiar with the content.

State law requires that you be given the following information: **Caution – Pesticides are toxic chemicals.** Structural Pest Control companies are registered and regulated by the Structural Pest Control Board and apply pesticides which are registered and approved for use by the California Department of pesticide regulation and the U.S. Environmental Protection Agency. Registration is granted when the state finds that based on existing evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

REFER TO SERVICE AGREEMENT FOR PESTS TO BE CONTROLLED.

**The pesticides to be used are:**

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Advent Roach Bait             | <input type="checkbox"/> Ditract Tracking Powder                       | <input type="checkbox"/> Rozol Gopher Bait                   |
| <input type="checkbox"/> Alpine Dust                              | <input checked="" type="checkbox"/> Dupont Advion Cockroach Bait Arena | <input type="checkbox"/> Shockwave                           |
| <input type="checkbox"/> Arion                                    | <input checked="" type="checkbox"/> Dupont Advion Cockroach Gelbait    | <input type="checkbox"/> Tempo Ultra WP                      |
| <input type="checkbox"/> Borid                                    | <input type="checkbox"/> Exciter                                       | <input type="checkbox"/> Ternidor SC                         |
| <input type="checkbox"/> Cirrus 1%                                | <input type="checkbox"/> First Strike Rodenticide                      | <input type="checkbox"/> Transport GHP                       |
| <input type="checkbox"/> Cirrus 2%                                | <input type="checkbox"/> Fogging Insecticide 1%                        | <input checked="" type="checkbox"/> Transport Mikron         |
| <input type="checkbox"/> Clean Air Purge III                      | <input type="checkbox"/> Fumitoxin                                     | <input checked="" type="checkbox"/> Transport SC             |
| <input checked="" type="checkbox"/> Contrac Blox                  | <input checked="" type="checkbox"/> Gentrol IGR Concentrate            | <input checked="" type="checkbox"/> Vendetta Roach Gel       |
| <input checked="" type="checkbox"/> Delta Dust                    | <input type="checkbox"/> Nuvan   | <input type="checkbox"/> Cykick/Cykick (cyfluthrin)          |
| <input checked="" type="checkbox"/> Demand SC                     | <input type="checkbox"/> Phantom SC                                    | <input type="checkbox"/> Precor IGR (methoprene)             |
| <input type="checkbox"/> Bedlam (sumithrin)                       | <input type="checkbox"/> Liquatox (sodium diphacinone)                 | <input type="checkbox"/> Precor 2000 (methoprene)            |
| <input type="checkbox"/> Fastrac (bromethalin)                    | <input type="checkbox"/> Final (brodifacoum)                           | <input type="checkbox"/> Mother Earth D (diatomaceous earth) |
| <input checked="" type="checkbox"/> Advion Fire Ant Granular Bait | <input type="checkbox"/> _____   | <input type="checkbox"/> _____                               |

If within 24 hours following application you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or the poison control center and your pest control operator immediately. (Other symptoms not typical of influenza): Bleeding, eye irritation, skin irritation.

For further information, call any of the following:

Integrated Pest Control Management, Inc. (626) 618-6237

For health questions County Health Department (626) 430-5200

For regulatory information County Agricultural Commissioner (800) 222-1222

For regulatory information Structural Pest Control Board, Sacramento

Or write to: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, CA 92815 (916) 561 8700 (800) 737-8188

**I acknowledge receipt of this chemical pesticide notice and have read it prior to any pesticide application.**

Inspector Signature \_\_\_\_\_

Date \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Montebello Unified School District

CONTRACT  
FOR  
CONSULTANT SERVICES  
SPECIAL EDUCATION

The MONTEBELLO UNIFIED SCHOOL DISTRICT, a public educational agency, located at 123 S. Montebello Blvd., Montebello, CA 90640, hereinafter referred to as "MUSD", and

DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

The purpose of this document is for school districts to contract with MUSD to provide visual impairment ("VI") and orientation and mobility services to special needs students. MUSD has agreed to perform the work to be done in accordance with the terms and conditions of this Contract and Exhibit A — Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated with MUSD's Special Education Department.

2. TERM

This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2020. The parties may at any time extend the term of this Contract by a written amendment signed and executed by both parties.

3. PAYMENT FOR SERVICES

The District shall reimburse MUSD for the cost of services requested pursuant to this Contract. The District will be invoiced quarterly using full cost calculations. The first three quarterly invoices will be based on the projected total cost of services. The fourth invoice will be based on actual expenditures for the year less the amounts invoiced for the first three quarters. Any subsequent quarterly invoices will be based on actual expenditures during the quarter. Payment shall be due within thirty (30) calendar days of the invoice date.

4. INDEMNIFICATION

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



provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

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

5. INSURANCE

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

6. NOTICES

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

MUSD:

Contracts Section  
MONTEBELLO UNIFIED SCHOOL DISTRICT  
123 S. Montebello Blvd.  
Montebello, CA 90640

District:

DOWNEY Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241

7. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, MUSD 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.

8. EMPLOYEE FINGERPRINTING

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

9. INDEPENDENT CONTRACTOR

This Contract is by and between two independent entities and is not intended to and shall be construed to create any employment relationship(s) based on the performance thereof. While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of MUSD. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of MUSD.

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

10. 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.

11. ORDER OF PRECEDENCE

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

12. SEVERABILITY / WAIVER

13.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.



13.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

13. AMENDMENTS

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

14. TERMINATION

The Contract may be terminated at any time with or without cause by MUSD upon written notification to the District.

15. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, MUSD, the Montebello Unified School District 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.

16. 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.

17. COMPLIANCE WITH LAW

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

18. FORCE MAJEURE

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

19. GOVERNING LAW/FORUM SELECTION

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

20. INCORPORATION BY REFERENCE

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

21. 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.

22. RECORD RETENTION AND INSPECTION

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

23. NO THIRD PARTY BENEFICIARIES

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

24. MUSD BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of MUSD's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to



these contracted services and/or related programs are not available for any reason whatsoever, this Contract shall be of no further force and effect. In this event, District shall have no liability to pay any funds to MUSD under this agreement, and MUSD shall not be obligated to perform any provisions of this Contract.

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

25. 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.

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

By executing this Contract, District certifies to the best of its knowledge and belief that it and its principals:

- 29.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 29.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 29.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 304.2 above, of this certification; and,
- 29.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

27. EXECUTION REQUIREMENTS

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_

DOWNEY UNIFIED SCHOOL DISTRICT  
Executive Director  
Business and Finance

Dated: \_\_\_\_\_

By: \_\_\_\_\_

MONTEBELLO UNIFIED SCHOOL DISTRICT  
Interim Assistant Superintendent  
Business Services

Fed. Tax I.D.



## EXHIBIT A SCOPE OF WORK

### Scope of Work (Visual Impairment Teacher Services)

- Confers with parents and professional staff for the purpose of addressing problems and/or concerns related to the education of the visually impaired student.
- Participates in IEP meetings for the purpose of developing educational plans for visually impaired students.
- Interprets the special needs of visually impaired students to classroom teachers and counselors for the purpose of increasing understanding of students' needs, accommodations and modifications.
- Provides an educational program for students who are visually impaired for the purpose of assisting these students in participating academically in their classrooms.
- Provides instruction, and accommodations/modifications for the purpose of addressing students' visual impairment needs.





**BoardDocs**  
**End User Agreement**  
**Part I: Order Form**

Diligent Corporation ("Diligent"), with an address at 1111 19<sup>th</sup> Street NW, Washington DC, 20036 provides a proprietary, web-based service known as BoardDocs (the "Service"), that enables organizations to enhance aspects of the governance process and communications between the administration, the public and the board, all on and subject to the terms of this End User Agreement (the "Agreement"). By executing this Agreement, the below named customer ("Customer") agrees to use, and Diligent agrees to make available to Customer, the Service, all in accordance with and subject to the terms and conditions described in this Agreement.

**1. General Information.**

PROJECT INFORMATION		SALES INFORMATION	
Billing Agent: None / Diligent Corporation		Sales Rep Phone: (202) 790-6904	
Sales Rep Name: Kristin Forsberg		Sales Rep E-Mail: kforsberg@diligent.com	
CUSTOMER INFORMATION			
Organization Name: Downey Unified School District			
Address: 11627 Brookshire Ave			
City: Downey		State: CA	Zip: 90241

**2. Charges.** For each BoardDocs site (as defined by Diligent) ordered under this Agreement, Customer will pay the applicable Annual Recurring Charge ("ARC") and the Non-Recurring Charge ("NRC") set forth below. Once paid, the ARC and NRC are not refundable. The initial NRC and ARC will be invoiced promptly after execution of this Agreement.

Initial Service	Type of Service	Amount
<input checked="" type="checkbox"/>	NRC (Non-Recurring Charge)	\$0.00
<input type="checkbox"/>	BoardDocs Pro Plus ARC (Annual Recurring Charge)	
<input checked="" type="checkbox"/>	BoardDocs Pro ARC (Annual Recurring Charge)	\$12,000.00
<input type="checkbox"/>	BoardDocs LT Plus ARC (Annual Recurring Charge)	
<input type="checkbox"/>	BoardDocs LT ARC (Annual Recurring Charge)	

**3. Term.** The "Initial Term" of this Agreement will commence on the Effective Date, as defined below, and continue for an Initial Term of one (1) year thereafter. On the expiration of the Initial Term, the Term of this Agreement will automatically renew and remain in effect for consecutive one- (1-) year periods (each a "Renewal Term") unless either party provides the other party at least thirty (30) days' advance written notice of non-renewal prior to the end of the then-current Term. Diligent may increase the ARC from time to time upon at least sixty (60) days' advance written notice to Customer and which increase shall take place at the commencement of the next Renewal Term.

BY SIGNING BELOW, THE PERSON SIGNING FOR CUSTOMER PERSONALLY REPRESENTS AND WARRANTS TO DILIGENT THAT HE OR SHE HAS THE AUTHORITY TO SIGN FOR CUSTOMER AND BIND CUSTOMER TO THIS AGREEMENT. CUSTOMER UNDERSTANDS AND AGREES TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS.

**CUSTOMER**

**DILIGENT CORPORATION**

SIGNATURE

Date

SIGNATURE

Date

Name and Title of Authorized Representative  
Christina Aragon  
Assistant  
Superintendent  
Business Services

Name and Title of Authorized Representative  
"Effective Date" shall be the date of the last signature.



## Part II: Additional Terms and Conditions

**4. Provision of the Service.** Subject to the terms and conditions of this Agreement, Diligent will make the Service available to Customer in accordance with this Agreement, the Service Level Agreement ("SLA") and the Diligent Acceptable Use Policy ("AUP"), which SLA and AUP are posted on Diligent's web site at <http://www.BoardDocs.com/Home.nsf/legal> and both of which are incorporated into and made a part of this Agreement. Diligent will provide Customer with at least sixty (60) days' advance notice of any change in the SLA or AUP. Diligent will use commercially reasonable efforts to make the Service available to Customer by an implementation date agreed to by the parties, including establishing the hosting of the Service and storage of data uploaded via the Service. Such Service will be co-branded with both parties' "Marks" (as defined in Section 10). Diligent may modify certain components of the Service as required by changes in laws, regulations or technology, requests of customers or to make improvements or correct problems or issues.

**5. Payment.** Customer agrees to pay Diligent (or its designated billing agent) all charges or fees described in this Agreement within thirty (30) days of Customer's receipt of the applicable invoice. Any amount not paid within such thirty (30) day period will bear interest, until paid, at the lesser of: (a) one and one-half percent (1½%) per month, or (b) the highest rate permitted by applicable law. The ARC will be invoiced annually in advance. In addition to such rates and charges, Customer will be responsible for all taxes and fees assessed or due with regard to its use of the Service and, if applicable, Customer will provide Diligent with any certificate or other evidence of tax-exemption. The continued provision of the Service is conditioned on Customer's creditworthiness and may be subject to a mutually agreeable reasonable assurance of payment or deposit. All charges or fees paid or payable are non-refundable. All amounts payable to Diligent are payable in full in United States dollars unless specifically indicated to the contrary in this Agreement.

**6. Termination.** This Agreement is effective for the Term described in Section 3. Diligent may terminate this Agreement and/or cease or suspend the provision of all or any part of the Service upon: (a) Customer's failure to pay any amount when due under this Agreement (after ten (10) days' prior written notice of such failure to pay); (b) the filing of a petition in bankruptcy by or against Customer; (c) any illegal, slanderous, infringing or inappropriate "Content" (as defined in Section 8) being loaded on any website or otherwise transmitted or used in connection with the Service which is not immediately ceased and removed after request by Diligent; or (d) any material breach of this Agreement by Customer, including but not limited to any violation of the AUP (all of the foregoing being defined as a "Customer Caused Termination or Suspension"). In the case of any such Customer Caused Termination or Suspension, Customer will pay for all accrued and unpaid charges for the Service provided through the date of such Customer Caused Termination or Suspension. Customer may terminate this Agreement upon: (a) the filing of a petition in bankruptcy by or against Diligent; or (b) any material breach of this Agreement by Diligent. Upon any termination of this Agreement, Customer agrees its right to use the Service or Diligent "Intellectual Property" and/or "Marks" (as defined in Section 10) shall immediately cease and Customer shall cause all of its affiliates to cease using the Service and all of Diligent's Intellectual Property or Marks.

**7. Use of the Service.** Subject to the terms and conditions of this Agreement, Diligent hereby grants to Customer, and Customer hereby accepts, a limited, non-exclusive, non-sublicenseable, non-transferable, annual license to access the Service for Customer's purposes solely during the Term. Customer will be responsible for all hardware, software (including browser software) and Internet communication links and connectivity necessary to access the Service from their respective facilities, including, without limitation, maintaining sufficient bandwidth to meet Customer's utilization demands. Customer shall be solely responsible for ensuring that each of the persons or entities that accesses the Service through Customer or its systems or with Customer's consent (collectively, "Users") complies with all of the terms and conditions of this Agreement, including the AUP and all applicable laws, rules, regulations and ordinances. Customer will not copy, modify, adapt, translate, hypothecate, lease, disclose, loan, sublicense, resell, distribute or create derivative works based on all or any part of the Service or Diligent Intellectual Property or Marks, unless expressly permitted in writing by Diligent. Customer will not attempt to decompile, reverse engineer or disassemble the Service and Customer will be liable to Diligent for any unauthorized copying, reverse engineering or use of the Service by Users. Unless otherwise agreed in writing by Diligent, Customer will not, and will cause each of the Users to not, remove or modify, or attempt to remove or modify, any proprietary notices contained in or associated with the Service. Customer agrees that it is solely responsible for maintaining and ensuring that its Users maintain the confidentiality of any User passwords or access codes entrusted to Customer or its Users, and for all activities resulting from their authorized or unauthorized use.

**8. Customer Content and Data.** Subject to the terms of this Agreement, Customer is exclusively responsible and liable for all content it posts or transmits using the Service (the "Content"), and Diligent has no responsibility or liability therefore, nor will Diligent be responsible for reviewing or determining the accuracy or appropriateness of any such Content. Content does not include data or information regarding other customers of Diligent or any information provided by Diligent. Customer will not use any information accessible from the Service in conjunction with any enterprise unrelated to its governmental duties or not authorized or contemplated by this Agreement. Customer reserves exclusive rights to all of its information stored in fields and as attachments in the Service database. At Customer's request, Diligent will export the data from the Service database in its native format at no charge to Customer. If Customer desires Diligent to convert the data into any other format other than its native format, Customer shall pay Diligent two-hundred and fifty dollars (\$250) per hour for such conversion services. Customer hereby grants to Diligent, and Diligent hereby accepts, a non-exclusive, royalty-free license to use such Content, information and data for purposes of providing the Service to Customer and performing any other obligations under this Agreement, for their business purposes relating to the Service, and for the maintenance or use of business records and information associated with any of the foregoing. Customer is solely responsible for such Content, information and data (including, without limitation the accuracy of such Content, information and data) and for ensuring that Customer has the necessary rights to use such Content, information and data, and Customer will defend, and satisfy any claims, judgments or expenses of or against Diligent, arising out of any third-party claims relating to such Content, information or data. Customer has only the limited rights granted by this Agreement.

**9. Acceptable Use.** All use of the Service will comply with the Diligent's AUP. Customer will not: (a) post or transmit on or through any website or network through which the Service is provided any libelous, slanderous, obscene or otherwise unlawful information or materials of any kind or any information that invades the privacy or rights of a third party; (b) interfere with or disable the Service or



Diligent's systems or operations in any way; (c) engage in any conduct involving the Service that would constitute a criminal offense or give rise to civil liability under any local, state, federal or other law or regulation; or (d) post, transmit, upload, reproduce or distribute to or through the Service any material or Content protected by copyright, patent, confidentiality, trade secret, trademark, privacy or other intellectual property or proprietary rights without first obtaining sufficient legal consent or written permission from the owner thereof. Unless the law that governs Customer's existence or operation prohibits this, Customer agrees to defend, indemnify and hold harmless Diligent from any and all liabilities, costs and expenses, including reasonable attorneys' fees, arising from or related to a failure of Customer or its Users to comply with all applicable laws, this Agreement or the AUP or Customer's actions or omissions with respect thereto.

**10. Ownership and Intellectual Property.** "Intellectual Property" means (a) copyrights, trademarks (and all goodwill associated therewith), service marks (and all goodwill associated therewith) and any other rights to any form or medium of expression and all applications for registration of any of the foregoing; (b) trade secrets and confidential information (as defined by applicable law), privacy rights and any other protection for confidential or proprietary information or ideas; (c) patents and patent applications; (d) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other intellectual property laws; and (e) any other similar proprietary rights or interests recognized by applicable law. Customer acknowledges and agrees that Diligent owns (as between Diligent and Customer) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the Service, the Marks and all derivative works and components of any of the foregoing. Customer specifically disclaims, and acknowledges it will never acquire, claim or seek to register, any Intellectual Property or other property rights or interests in the Service or Diligent Intellectual Property, or any derivative work of any of the foregoing, by operation of law or otherwise. Customer will execute and deliver confirmations or other written instruments as reasonably requested by Diligent to confirm Diligent's exclusive ownership of Diligent's Intellectual Property and the Service. As between Customer and Diligent, Customer will own all Intellectual Property or other property rights or interests in and to Customer's own data and Content. Subject to the terms this Agreement, each party hereby grants to the other during the Term of this Agreement a royalty-free, non-exclusive, non-transferable license to use such party's trademarks and service marks (and the good will associated therewith) provided to the other by such party (the "Marks") solely in connection with the other's performance of this Agreement and in connection with their use of the Service. Each party agrees that any use of the other party's Marks will be in strict accordance with the other party's reasonable trademark and service mark guidelines as provided and revised by the other party from time to time. Diligent reserves all rights not expressly granted to Customer in this Agreement.

**11. Disclaimer.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE, CONTENT AND THE INTERNET AND ACCESSES THE SAME AT ITS OWN RISK. DILIGENT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT ACCESSIBLE OR ACTIONS TAKEN ON THE INTERNET OR PROVIDED BY CUSTOMER OR ITS AFFILIATES, AND DILIGENT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT OR ACTIONS. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NO WARRANTY OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY DILIGENT, ITS AFFILIATES OR CONTRACTORS WILL CREATE A WARRANTY AND DILIGENT DOES NOT WARRANT THAT THE SERVICE AND ANY RELATED SOFTWARE PROVIDED BY DILIGENT WILL BE UNINTERRUPTED OR ERROR-FREE.

**12. Limitations of Liability.** NO PARTY OR SUCH PARTY'S AFFILIATES OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE, EXCEPT WITH RESPECT TO ANY INDEMNITY PROVIDED BY CUSTOMER UNDER THIS AGREEMENT. DILIGENT'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY DILIGENT FROM CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE LOSS, COST, CLAIM OR DAMAGES AROSE.

**13. Confidentiality.** A party's "Confidential Information" means information or data (in oral, written, electronic or other form), excluding any "Trade Secrets" (as defined under applicable law), related to or owned or controlled by such party, valuable to such party and not generally known or readily available through legal means (other than its disclosure in reliance on this Agreement) to the receiving party. Customer acknowledges that the Service contains Confidential Information and Trade Secrets of Diligent. Subject to applicable law, a receiving party may use the disclosing party's Confidential Information or Trade Secrets to perform its obligations and exercise its rights under this Agreement, and may not communicate, disclose, transfer or use the disclosing party's Confidential Information or Trade Secrets for any other purpose without the prior written consent of the disclosing party. The foregoing restrictions shall not apply to any Confidential Information or Trade Secrets of the disclosing party that: (a) are in the public domain, other than due to the actions or omissions of the receiving party; (b) can be proven to have been already known by the receiving party before their disclosure by the disclosing party; (c) were independently developed by the receiving party without access to or use of any Confidential Information or Trade Secrets of the disclosing party. In addition, the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets only to its officers, directors and employees on a need-to-know basis after informing any such discloses that it is confidential and subject to the terms of this Agreement, and provided that such disclosing party remains liable to ensure that such individuals comply with the requirements of this Agreement. Notwithstanding the foregoing, after giving reasonable notice to the disclosing party (which notice affords the disclosing party an opportunity to seek a protective order or other remedy), the receiving party may disclose the disclosing party's Confidential Information or Trade Secrets to the extent required by law or a court of competent jurisdiction. On request, each receiving party will return or destroy all copies or records that contain or reflect the disclosing party's Confidential Information or Trade Secrets. A party may seek injunctive relief to redress or prevent violations of this Section 13, in addition to, and not in lieu of, any other rights and remedies available to such party. Trade Secrets will be protected as required by this Agreement and applicable law for so long as they remain a Trade Secret under applicable law.

**14. Miscellaneous**



- (a) Unless the law that governs Customer's existence or operation prohibits this, any claim or dispute relating to this Agreement will be governed by Delaware law. The parties agree that the finder of fact must adhere to the terms and conditions in this Agreement.
- (b) If any portion of this Agreement is held to be unenforceable, the unenforceable portion will be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions will remain in full force and effect. Except with regard to the SLA, neither party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights under this Agreement. The terms and conditions of this Agreement will not be more strictly construed against either party since both parties negotiated this mutually acceptable Agreement.
- (c) Notices under this Agreement will be sent to:
  - (i) the Customer at the address set forth above, and
  - (ii) Diligent at the following:  
  
Diligent Corporation  
Attn: Legal Counsel  
111 West 33<sup>rd</sup> Street, 16<sup>th</sup> Floor  
New York, NY 10120 USA  
Phone: 212-741-8181  
Email: legal@diligent.com
- (d) All terms and provisions of this Agreement which should by their nature survive the termination of this Agreement will so survive, including, but not limited to, the relevant provisions of Sections 3, 4, 5, 6, 7 (except any licenses, which are restricted to the Term), 9, 10, 11, 12, 13, and 14.
- (e) Customer understands that the Service is accessed through the Internet and data may travel over the unsecured networks of several third-party Internet service providers and thus may not be secure or confidential. Diligent is not responsible for Internet connectivity to Customer's location or anything that happens by or through Internet or other transmission or access. Diligent will not be liable to Customer, or any User, for any delay or failure to perform any provision of this Agreement to the extent such delay or failure to perform is caused by an event beyond the reasonable control of Diligent, including, without limitation, an act of God; flood; riot; fire; explosion; judicial or governmental act; terrorism; military act; strike or lockout; third-party act or omission; failure of utility or telecommunications facilities; virus, worm, trojan horse or other code, command, file or program designed to interrupt, destroy or limit the functionality of any content, information, software, hardware or equipment; Internet slow-down or failure; lightning or other weather condition or event; or any other act, omission or event outside the control of Diligent (all of which are "**Events of Force Majeure**").
- (f) This Agreement, the SLA and AUP and other documents or items referenced herein or therein, constitute one and the same legally binding instrument and the entire agreement between Customer and Diligent with respect to the subject matter hereof and expressly supersede any contrary prior written or oral agreements or understandings between the parties. Customer may not assign this Agreement or any of its rights or obligations without the prior written consent of Diligent, which consent will not be unreasonably withheld or delayed. The terms and conditions of this Agreement may not be amended except in a writing signed by both parties.

**15. State Purchasing.** To the extent permitted by law and approved by the Parties, the terms of this Agreement may be extended for use by other similarly situated state and/or governmental entities ("Related Entities") upon execution by Diligent and the Related Entity of an addendum or order document referencing this Agreement and setting forth all terms and conditions for such use. Applicable fees for any such Related Entity will be quoted by Diligent to the Client and/or any Related Entity upon written request, and shall be incorporated into the addendum or order document



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

SERVICE AGREEMENT  
Agreement No. 201920-117

THIS AGREEMENT made and entered into this 20 of August, 2019 by and between Key2Ed, 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.  
1-Facilitated IEP Workshop 2 Day Training @ \$16,250 (40 Participants)  
2-Stakeholder Workshops @ \$3,000/Each
2. **Location of Services.** Pace Training Center, Downey, CA
3. **Cost of Services.** The DISTRICT agrees to pay SERVICE PROVIDER the total contract price of: \$ 22,250.00, not to exceed \$ 23,000.00 for the services. SERVICE PROVIDER shall provide an invoice to DISTRICT monthly showing an accounting of work completed. Invoices should be submitted to Accounts Payable Department, Downey Unified School DISTRICT, 11627 Brookshire Avenue, Downey, CA 90241.
3. **Include W-9.** Internal Revenue Service Form W-9 must be completed and included with the agreement.
4. **Term.** The term of this agreement begins 08/20/2019 and will terminate on or before 06/30/2020 provided all services under this Contract are performed in a satisfactory manner. The determination of a satisfactory performance shall be in the sound and reasonable judgment and discretion of the DISTRICT. This agreement may be terminated by either party with a thirty (30) day prior written notice.
5. **Background Check and Fingerprinting.** SERVICE PROVIDER will be responsible to fully comply with the provisions of the Education Code Section 45125.1 when it is determined that the SERVICE PROVIDER or SERVICE PROVIDER's employees/subcontractors will have more than limited contact with DISTRICT students in

the performance of the work of the Agreement.

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

***General Liability:***

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

***Automobile Liability:***

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

***Workers' Compensation/Employer's Liability:***

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

***Professional Liability:***

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

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

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

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

7. **Hold Harmless Agreement.** SERVICE PROVIDER agrees to defend, indemnify, and hold harmless the DISTRICT, its officers, agents, employees, and volunteers from all losses, costs, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the SERVICE PROVIDER, its



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

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



related teaching and instruction materials ("Materials") and the Downey Unified School District agrees and acknowledges that Contractor is the sole and exclusive owner of all right, title and interest in and to such Materials. In no event shall this Agreement be construed as assigning or transferring any copyright ownership interest in and to the Materials to the District. Downey Unified School District and its staff may not use or distribute any materials or share any information provided to participants during the course of the Agreement, or replicate the training provided by the Contractor without previous written consent from the Contractor.

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

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

DISTRICT

Downey Unified School District  
Business Services  
11627 Brookshire Ave.  
Downey, CA 90241  
Contact: Darren Purselglove  
(562)469-6531/dpurselglove@dusd.net

SERVICE PROVIDER

Name: Key2ed, Inc. / Robin O'Shea Partner  
Dept.: 01  
Address: 4216 Verandah Ln  
Address line 2: Franklin, TN 37064  
Contact: Robin O'Shea  
Phone: 480 209 3144  
email: robin@key2ed.com

Please be sure to include a current email address- the fully executed agreement will be returned to you by email

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

DISTRICT

DOWNEY UNIFIED SCHOOL DISTRICT



Signature

Print Name: Christina Aragon  
Print Title: Associate Superintendent  
Business Services

Date: \_\_\_\_\_

SERVICE PROVIDER

Robin O'Shea



Signature

Print Name:  
Print Title:

Date: 8/23/19

*District use only below line*



Account Number to be Charged \_\_\_\_\_

\_\_\_\_\_  
Name and Title of Site Administrator-Please print

\_\_\_\_\_  
Signature of Site Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Program Director ONLY IF using categorical funds

\_\_\_\_\_  
Date

**DOWNEY UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**  
DUSD AGREEMENT NO. 201920-118

This AGREEMENT is made and entered into this 1 day of August 2019,  
between the Downey Unified School District ("DISTRICT") and  
Erin Bentley, ("CONSULTANT"), to provide services  
under the direction of:  
Alyda R. Mir, Certificated Human Resources  
(Printed Name Administrator Site/Department) (Site/Department)

**1. SCOPE OF SERVICES**

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

Gallup Engagement and Strengths training, coaching, and consulting

**2. LOCATION OF PERFORMANCE/SERVICE:** Downey, CA and Boise, ID

**3. PERIOD OF AGREEMENT**

This Agreement is effective July 2019 and will be completed by June 2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

**4. CREDENTIAL**

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

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

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

**5. INDEPENDENT CONSULTANT**

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



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

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

**6. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$150.00 per hour not to exceed a total of \$30,000.00. Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

**7. INDEMNIFICATION**

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

**8. INSURANCE**

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

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

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

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

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

#### **9. FINGERPRINTING**

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



**10. ASSIGNMENT**

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

**11. CONFIDENTIAL INFORMATION**

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

**12. WORK PRODUCT**

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

**13. TERMINATION**

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

**14. GOVERNING LAW**

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

**15. SEVERABILITY**

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


**16. WAIVER**

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

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

Erin Bentley  
\_\_\_\_\_  
Consultant Name

Downey Unified School District

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Christina Aragon  
Associate Superintendent

\_\_\_\_\_  
Taxpayer ID no. or Soc. Sec. Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Street Address

Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
(562) 469-6520

\_\_\_\_\_  
City, State, Zip Code

August 7, 2019  
\_\_\_\_\_  
Date

*District use only below line*

Account Number to be Charged: 01.0-03000.0-00000-74000-5804-7560390  
\_\_\_\_\_

Alyda R. Mir, Assistant Superintendent, Cert. HR	8/7/2019	
_____	_____	_____
Print Name and Title of Site Administrator	Date	Signature of Site Administrator

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

_____	_____	_____
Signature of Program Director	Date	Financial Services (verify acct. #)

**Agreement for Independent Consultant Services**



**DOWNEY UNIFIED SCHOOL DISTRICT**  
**AGREEMENT FOR INDEPENDENT CONSULTANT SERVICES**

No. 201920-120

This AGREEMENT is made and entered into this, 23rd day of, July 2019,

between the Downey Unified School District ("DISTRICT") and

Masters Notary Academy, ("CONSULTANT"), to provide

services under the direction of:

Blanca Rochin

Downey Adult School

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

**1. SCOPE OF SERVICES**

CONSULTANT agrees to perform the following services to DISTRICT at times and places mutually acceptable to DISTRICT and CONSULTANT.

CONSULTANT services will include the following: *(attach additional sheet as needed)*

Instruction for Notary and Loan Signing classes

**2. LOCATION OF PERFORMANCE/SERVICE:** Downey Adult School

**3. PERIOD OF AGREEMENT**

This Agreement is effective 07/01/2019 and will be completed by 06/30/2020 inclusive. **CONSULTANT** acknowledges that the DISTRICT fully reserves the right to cancel this agreement at any time and/or to limit services due to non-availability or non-appropriation of sufficient funds.

**5. CREDENTIAL**

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

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

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

**6. 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.

**8. PAYMENT**

DISTRICT agrees to pay CONSULTANT at a rate of \$. 60% of class fee paid, per student not to exceed a total of \$ 14,000.00 Expenses are not reimbursed unless the DISTRICT and CONSULTANT agree otherwise in writing. An IRS W-9 form must also be completed and signed.

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

**9. 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.

**10. 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 AM. Best Company:



- a. Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
- b. General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate in a form equivalent to Insurance Services Office (ISO) form CG 00 01 if the services provided by CONSULTANT under this Agreement are on DISTRICT property or on a third party's premises.
  - (1) If CONSULTANT works with or near children, the policy shall include or be endorsed to include abuse and molestation coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
  - (2) The policy shall include an additional insured endorsement equivalent in scope to ISO form CG 20 10 or CG 20 26 naming the DISTRICT, its board, officials, employees, and agents as additional insureds.
  - (3) The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.
- c. Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit covering all owned and non-owned autos if use of an automobile is included in the Scope of Services provided under this Agreement.
- d. Workers Compensation Insurance as required by the California Labor Code and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident/disease. The policy shall be endorsed with the insurer's waiver of its rights of subrogation against DISTRICT.

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

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

## **11. 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.

**12. 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.

**13. 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).

**14. 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.

**15. 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.

**16. GOVERNING LAW**

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

**17. 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.

**18. 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.



**19. 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.

Tom Peavyhouse  
Consultant Name

Downey Unified School District

  
Signature

Christina Aragon  
Associate Superintendent

Taxpayer ID no. or Soc. Sec. Number

Date

8132 Firestone Blvd, #808  
Street Address

Downey Unified School District  
11627 Brookshire Ave.  
Downey, CA 90241  
(562) 469-6520

Downey, CA 90241  
City, State, Zip Code

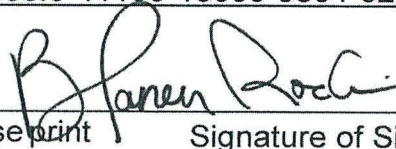
Date

***District use only below line***

Account Number to be Charged: 11.0-00000.0-41100-10000-5804-6280000

Blanca Rochin, Principal

Name and Title of Site Administrator-Please print  
Date:



Signature of Site Administrator

8/19/19

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

Signature of Program Director

Date

Financial Services (verify acct. #)

**Agreement for Independent Consultant Services**

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Rev. 06/21/18

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

This Agreement for School Resource Officer Services for the Police On Campus Program ("Agreement") is entered into this 13th day of August, 2019, by and between the City of Downey, a municipal corporation and charter city ("CITY") and the Downey Unified School District, a public body corporate ("DISTRICT"), hereinafter referred to jointly as the "Parties".

**WHEREAS**, DISTRICT wishes to engage the CITY to provide school resource officer services at Downey High School, Warren High School, and Columbus High School in connection with the DISTRICT's Police on Campus Program for the academic year 2019-20; and

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

**WHEREAS**, the CITY and DISTRICT received grant funding from "Gangs Out of Downey" (GOOD), and the Parties desire to use these grant funds for initial costs of the school resource officer services as set forth in this Agreement.

**NOW, THEREFORE**, CITY and DISTRICT agree as follows:

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

**Section 2.** Term. This Agreement shall commence August 14, 2019 and shall terminate on May 29, 2020.

**Section 3.** Compensation.

(A) DISTRICT will be compensated for the Scope of Services from the \$12,500 GOOD Grant until such funds are fully expended. DISTRICT will advise CITY in writing at least thirty days (30) before the GOOD Grant funds are fully expended.

(B) Once the GOOD Grant is fully expended, DISTRICT shall compensate CITY for the Scope of Services for the remainder of the academic



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

**Section 4. Independent Contractor.**

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

**Section 5. Indemnification.**

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

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

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

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

**Section 6. Insurance.**

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

**Section 7. Termination.**

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

**Section 8. Notices.**

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

TO CITY:	Downey Police Department 10911 Brookshire Avenue Downey, CA 90241 Attn: Lt. Kathleen Mendoza
TO DISTRICT:	Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241 Attn: Dr. Robert Jagielski, Senior Director, Student Services Department

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

**Section 9. Waiver.**

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



**Section 10. Binding Effect.**

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

**Section 11. Assignment.**

Neither Party may assign, subcontract or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement. Any attempt to assign, subcontract or transfer all or any rights or obligations under this Agreement shall be null and void.

**Section 12. Compliance with Laws.**

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

**Section 13. Entirety of Agreement.**

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

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

**Section 14. Governing Law; Venue.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State courts of the County of Los Angeles or where appropriate, in the United States District Court, Central District of California, Los Angeles, California.

**Section 15. Severability.**

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

**Section 16. Captions and Headnotes.**

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

**Section 17. Ratification by the Parties.**

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

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

CITY OF DOWNEY

DOWNEY UNIFIED SCHOOL  
DISTRICT

By \_\_\_\_\_  
Gilbert A. Livas, City Manager

By \_\_\_\_\_  
Dr. John Garcia, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Maria Alicia Duarte, CMC, City Clerk

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Yvette M. Abich Garcia, City Attorney

\_\_\_\_\_  
Legal Counsel



## **EXHIBIT A SCOPE OF SERVICES**

CITY shall provide the following services:

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

The duties of the SRO are as follows:

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

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

### **School Resource Officer Schedule 2019-2020**

	<b>Warren</b>	<b>Downey</b>	<b>Columbus</b>
Monday	0915-1515	0930-1530	0915-1415
Tuesday	0915-1515	0930-1530	0915-1415
Wednesday	0915-1515	0915-1445	0915-1415
Thursday	0915-1515	0915-1445	0915-1415
Friday	0915-1515	0930-1530	0915-1415

**ADOPTION AGREEMENT #002  
GOVERNMENTAL  
403(b) NON-ERISA VOLUME SUBMITTER PLAN**

The undersigned Eligible Employer, by executing this Adoption Agreement, elects to establish a 403(b) plan ("Plan") under the FIS Business Systems LLC Non-ERISA 403(b) Volume Submitter Plan (basic plan document #22). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Volume Submitter Plan provisions. This Adoption Agreement, the basic plan document, any incorporated Investment Arrangement Documentation, and any attached appendices, constitute the Employer's plan document. *All "Election" references within this Adoption Agreement are Adoption Agreement Elections. All "Section" references are basic plan document references. Numbers in parenthesis which follow headings are references to basic plan document sections.* Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

**ARTICLE 1  
DEFINITIONS**

1. **EMPLOYER; PLAN; PLAN ADMINISTRATOR (1.29; 1.52; 1.53).** *(A Plan amendment is not needed solely to change the information in (a) or (d) below.)*

(a) **Employer Information**

Name of Adopting Employer: Downey Unified School District  
 Address: 11627 Brookshire Avenue  
 City Downey State California Zip 90241  
 Telephone: (562) 469-6621  
 EIN: 95-6006586

(b) **Plan Information**

Plan name: Downey Unified School District 403(b) Plan

(c) **Type of entity.** *(Choose (1) or (2)):*

- (1) ☒ **Public School.** See 1.57.  
 (2) ☐ **Other Governmental employer exempt under Code §501(c)(3).**

(d) **Plan Administrator Information** *(If no Plan Administrator is named, the Employer is the Plan Administrator)*

Name: SchoolsFirst Plan Administration, LLC  
 Address: 15222 Del Amo Ave  
 City Tustin State CA Zip 92780  
 Telephone: (800) 462-8328 x4727

2. **PERMITTED INVESTMENTS (1.42).** The Plan permits Custodial Accounts invested in mutual funds under Code §403(b)(7) and Annuity Contracts under Code §403(b)(1).

3. **ERISA STATUS (1.34).** The Plan is a governmental plan exempt from ERISA.

4. **PLAN YEAR (1.54).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every:

*[Note: Complete any applicable blanks under Election 4 with a specific date, e.g., June 30 OR the last day of February OR the first Tuesday in January. In the case of a Short Plan Year, include the year, e.g., May 1, 2016.]*

**Plan Year** *(Choose (a), (b) or (c).):*

- (a) ☒ **December 31.**  
 (b) ☐ **Fiscal Plan Year:** ending: \_\_\_\_\_.



(c) ☐ **Other:** \_\_\_\_\_ (e.g., a 52/53 week year ending on the date nearest the last Friday in December).

**Short Plan Year** (Choose (d) if applicable.):

(d) ☐ Short Plan Year: commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

5. **EFFECTIVE DATE (1.23).** The Employer's adoption of the Plan is a (Choose (a) or (b). Complete (c); complete (d) if an amendment and restatement. Choose (e) and (f) if applicable.):

(a) ☐ **New Plan.**

(b) ☒ **Restated Plan.**

**Initial Effective Date of Plan** (enter date)

(c) 07/01/2012 (hereinafter called the "Effective Date" unless 5(d) is entered below)

**Restatement Effective Date** (If this is an amendment and restatement, enter effective date of the restatement.)

(d) ☒ 7/1/2012 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year) (hereinafter called the "Effective Date")

[Note: See Section 1.60 for the definition of Restated Plan. If this Plan is a Restatement under Rev. Proc. 2013-22, in order to have retroactive reliance, the Restatement Effective date generally should be the later of January 1, 2010 or the Initial Effective Date. The Restatement Effective Date can be as early as January 1, 2009 but there is no retroactive reliance prior to January 1, 2010. If specific Plan provisions, as reflected in this Adoption Agreement and the basic plan document, do not have the Effective Date stated in this Election 5, indicate as such in the election where called for or in Appendix A.]

**Additional Effective Dates** (Choose if applicable)

(e) ☐ **Restatement of surviving and merging plans.** The Plan restates two (or more) plans (Complete 5(c) and (d) above for this (surviving) Plan. Complete (1) below for the merging plan. Choose (2) if applicable.):

(1) **Merging plan.** The \_\_\_\_\_ Plan was or will be merged into this surviving Plan as of: \_\_\_\_\_. The merging plan's restated Effective Date is: \_\_\_\_\_. The merging plan's original Effective Date was: \_\_\_\_\_.

(2) ☐ **Additional merging plans.** The following additional plans were or will be merged into this surviving Plan (Optional to complete a. and b. if applicable. May attach an addendum to add additional plans.):

	<u>Name of merging plan</u>	<u>Merger date</u>	<u>Restated Effective Date</u>	<u>Original Effective Date</u>
a.	_____	_____	_____	_____
b.	_____	_____	_____	_____

(f) ☐ **Special Effective Date for Elective Deferral provisions:** \_\_\_\_\_

[Note: If Elective Deferral provision is not effective as of the Initial Effective Date or the Restatement Effective Date, enter the date as of which the Elective Deferral provision is effective. The Special Effective Date may not precede the date on which the Employer adopted the Plan.]

6. **CONTRIBUTION TYPES (1.12).** The Employer and/or Participants, in accordance with the Plan terms, make the following contributions to the Plan (Choose one or more of (a) through (f)).:

(a) ☐ **Mandatory Employee Contributions.** See Section 3.04(A)(3) and Election 18.

(b) ☒ **Pre-Tax Elective Deferrals.** See Section 3.02 and Elections 19 – 21.

(1) ☒ **Roth Deferrals.** See Section 3.02(F) and Elections 19 – 21. [Note: The Employer may not limit Elective Deferrals to Roth Deferrals only.]

(c) ☐ **Matching.** See Sections 1.36, 1.47, and 3.03 and Elections 22, 23, 27, 28 and 32.

(d) ☒ **Nonelective.** See Sections 1.48 and 3.04 and Elections 25 through 28.

(e) ☐ **Employee (after-tax).** See Section 3.09 and Election 32.

(f) ☐ **None (frozen plan).** The Plan is/was frozen effective as of: \_\_\_\_\_. See Sections 3.01(F) and 9.04.

[Note: Elections 18 through 26 and Election 32 do not apply to any Plan Year in which the Plan is frozen.]

7. **EXCLUDED EMPLOYEES (1.35).** The following Employees are not Eligible Employees (either as to the overall Plan or the designated contribution type) (Choose (a), (b) or (c). See also Election 18(e).):

- (a) ☒ **No Excluded Employees.** All Employees are Eligible Employees as to all Contribution Types.
- (b) ☐ **Exclusions - same for all Contribution Types.** The following Employees are Excluded Employees for all Contribution Types (Choose one or more of (e) through (h) and/or (l). Choose column (1) for each exclusion elected at (e) through (h).):
- (c) ☐ **Exclusions.** The following Employees are Excluded Employees (either as to all Contribution Types or to the designated Contribution Type) (Choose one or more of (d) through (l)):

[Note: For this Election 7, unless described otherwise in Election 7(l), Elective Deferrals includes Pre-Tax Deferrals, and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> <b>No exclusions.</b> No exclusions as to the designated Contribution Type. (See Election 7(a))	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Non-Resident Aliens.</b> See Section 1.35(B).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> <b>Employees who normally work less than 20 hours per week.</b> See Section 1.35(E) (e.g., if any such excluded Employee actually completes a Year of Service).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Student Employees.</b> See Section 1.35(C) (i.e., students enrolled in the entity sponsoring this Plan).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> <b>Other Employer plan.</b> Employees who are eligible to participate in another plan of the Employer which is a (Choose one or more of a. through c.): a. <input type="checkbox"/> 401(k) plan b. <input type="checkbox"/> 403(b) plan c. <input type="checkbox"/> governmental 457(b) plan	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> <b>Collective Bargaining (union) Employees.</b> See Section 1.35(A).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> <b>Per Diem Employees.</b>	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> <b>Describe exclusion:</b> _____	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> <b>Describe exclusion:</b> _____ (e.g., exclude hourly paid employees).					

[Note: The Employer may not complete Election 7(l) in a manner which would violate the universal availability rule of Treas. Reg. §1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. §1.403(b)-5(b)(3) and the transition rules of Treas. Reg. §1.403(b)-10(d). Accordingly, Election 7(m) may only be used to provide an exclusion for Elective Deferrals if the Employer is a Church or the excluded Employees are eligible to make elective deferrals under another 403(b), 401(k) or governmental 457(b) plan of the Employer.]

[Note: Any exclusion under Election 7(k) or 7(l), except for Employees who normally work less than 20 hours per week, may not be based on age or Service. See Election 14 for eligibility conditions based on age or Service.]

8. **COMPENSATION (1.11).** The following Compensation (as adjusted under Elections 9 and 10) applies in allocating Employer Contributions (or the designated contribution type) (Choose one or more of (a) through (e). Choose (f) if applicable.):

[Note: Unless described otherwise in Election 8(e), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions. In applying any Plan definition which references Section 1.11 Compensation, where the Employer in this Election 8 elects more than one Compensation definition for allocation purposes, the Plan Administrator will use W-2 wages for such other Plan definitions if the Employer has elected W-2 wages for any Contribution Type or Participant group under Election 8. If the Employer has not elected W-2 wages, the Plan Administrator for such other Plan definitions will use 415 Compensation.]



	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(a) <input checked="" type="checkbox"/> <b>W-2 wages increased by Elective Deferrals.</b>	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Code §3401 federal income tax withholding wages increased by Elective Deferrals.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>415 Compensation.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Describe Compensation by Contribution Type or by Participant Group:</b> _____	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Describe Compensation by Contribution Type or by Participant Group:</b> _____					

[Note: Under Election 8(d) or 8(e), the Employer may: (i) elect Compensation from the elections available under Elections 8(a), (b), (c) or (d), or a combination thereof as to a Participant group (e.g., W-2 Wages for Matching Contributions for Campus A Employees and 415 Compensation in all other cases); and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Election 8(a).]

(f) <input type="checkbox"/> <b>Allocate based on specified 12-month period.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The allocation of all Contribution Types (or specified Contribution Types) will be made based on Compensation within a specified 12-month period ending within the Plan Year as follows: _____					

#### 9. PRE-ENTRY/POST-SEVERANCE COMPENSATION (1.11(H)/(I)). Compensation under Election 8:

[Note: For this Election 9, unless described otherwise in Elections 9(c), 9(d), 9(n) or 9(o), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
<b>Pre-Entry Compensation</b> (Choose one or more of (a), (b) or (c). Choose Contribution Type as applicable.):					
(a) <input type="checkbox"/> <b>Plan Year.</b> Compensation for the entire Plan Year which includes the Participant's Entry Date. [Note: If the Employer under Election 8(f) elects to allocate some or all Contribution Types based on a specified 12-month period, Election 9(a) applies to that 12-month period in lieu of the Plan Year.]	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input checked="" type="checkbox"/> <b>Participating Compensation.</b> Only Participating Compensation. See Section 1.11(H)(1).	<input checked="" type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Describe Pre-Entry Compensation</b> _____	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

[Note: Under a Participating Compensation election, in applying any Adoption Agreement elected contribution limit or formula, the Plan Administrator will count only the Participant's Participating Compensation. See Section 1.11(H)(1) as to plan disaggregation.]

(d) <input type="checkbox"/> <b>Describe Pre-Entry Compensation by Contribution Type or by Participant group:</b> _____					
--	--	--	--	--	--

[Note: Under Election 9(c) or 9(d), the Employer may: (i) elect Compensation from the elections available under Pre-Entry Compensation or a combination thereof as to a Participant group (e.g., Participating Compensation for all Contribution Types as to Campus A Employees, Plan Year Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]

**Post-Severance Compensation.** The following adjustments apply to Post-Severance Compensation paid within any applicable time period as may be required (Choose (e), (f) or (g).):

[Note: Under the basic plan document, if the Employer does not elect any adjustments, Post-Severance Compensation includes regular pay, leave cash-outs, and deferred compensation, and excludes disability continuation payments and does not count Deemed Includible Compensation.]

- (e) ☒ **None.** The Plan includes post-severance regular pay, leave cash-outs, and deferred compensation, and excludes post-severance disability continuation payments, and Deemed Includible Compensation as to any Contribution Type except as required under the basic plan document (*skip to Election 10*).
- (f) ☐ **Same for all Contribution Types.** The following adjustments to Post-Severance Compensation apply to all Contribution Types (*Choose one or more of (i) through (o). Choose column (1) for each option elected at (i) through (n).*):
- (g) ☐ **Adjustments - different conditions apply.** The following adjustments to Post-Severance Compensation apply to the designated Contribution Types (*Choose one or more of (h) through (o). Choose Contribution Type as applicable.*):

	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
<b>Post-Severance Compensation:</b>					
(h) <input type="checkbox"/> <b>None.</b> The Plan takes into account Post-Severance Compensation as to the designated Contribution Types as specified under the basic plan document.	N/A (See Election 9(e))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> <b>Exclude All.</b> Exclude all Post-Severance Compensation. [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> <b>Regular Pay.</b> Exclude Post-Severance Compensation composed of regular pay. See Section 1.11(I)(1)(a). [Note: 415 testing Compensation (versus allocation Compensation) must include Post-Severance Compensation composed of regular pay. See Section 4.05(D).]	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> <b>Leave cash-out.</b> Exclude Post-Severance Compensation composed of leave cash-out. See Section 1.11(I)(1)(b).	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> <b>Deferred Compensation.</b> Exclude Post-Severance Compensation composed of deferred compensation. See Section 1.11(I)(1)(c).	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> <b>Salary continuation for disabled Participants.</b> Include Post-Severance Compensation composed of salary continuation for disabled Participants. See Section 1.11(I)(2). ( <i>Choose a. or b.</i> ):	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. <input type="checkbox"/> <b>For NHCEs only.</b> The salary continuation will continue for the following fixed or determinable period: _____ ( <i>specify period, e.g., "ten years" or "term of disability policy"</i> ).					
b. <input type="checkbox"/> <b>For all Participants.</b> The salary continuation will continue for the following fixed or determinable period: _____ ( <i>specify period; e.g., "ten years" or "term of disability policy"</i> ).					
(n) <input type="checkbox"/> <b>Describe Post-Severance Compensation by Contribution Type or by Participant group:</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<hr/>					
(o) <input type="checkbox"/> <b>Describe Post-Severance Compensation by Contribution Type or by Participant group:</b>					
<hr/>					

[Note: Under Election 9(n) or 9(o), the Employer may: (i) elect Compensation from the elections available under Post-Severance Compensation or a combination thereof as to a Participant group (e.g., Include regular pay Post-Severance Compensation for all Contribution Types as to Campus A Employees, no Post-Severance Compensation for all Contribution Types to Campus B Employees) and/or (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately preceding Pre-Entry Compensation.]



10. **EXCLUDED COMPENSATION (1.11(G)).** Apply the following additional exclusions or other adjustments to Compensation Elections under 8 and 9 (Choose (a), (b) or (c).):

- (a) ☒ **No exclusions.** Compensation as to all Contribution Types means Compensation as elected in Elections 8 and 9 (skip to Election 11).
- (b) ☐ **Exclusions - same for all Contribution Types.** The following exclusions apply to all Contribution Types (Choose one or more of (f) through (n). Choose column (1) for each option elected at (f) through (m).):
- (c) ☐ **Exclusions - different conditions apply.** The following exclusions apply for the designated Contribution Types (Choose one or more of (d) through (n) below. Choose Contribution Type as applicable.):

[Note: For this Election 10, unless described otherwise in Election 10(n), Elective Deferrals includes Pre-Tax Deferrals and Roth Deferrals; Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions.]

Compensation Exclusions	(1) All Contributions	(2) Elective Deferrals	(3) Matching	(4) Nonelective	(5) Employee/ Mandatory
(d) <input type="checkbox"/> <b>No exclusions.</b> No exclusion as to the designated Contribution Type(s).	N/A (See Election 10(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> <b>Elective Deferrals.</b> See Section 1.24. (e.g., exclusions under Code §§ 401(k), 125, 132(f)(4), 403(b), 414(h)(2) pickup, & 457).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> <b>Fringe benefits.</b> As described in Treas. Reg. §1.414(s)-1(c)(3) (e.g., reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits).	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> <b>Compensation exceeding \$_____.</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(h) <input type="checkbox"/> <b>Bonus.</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> <b>Commission.</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(j) <input type="checkbox"/> <b>Overtime.</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(k) <input type="checkbox"/> <b>Leave of Absence Pay.</b>	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(l) <input type="checkbox"/> <b>Related Employers.</b> See Section 1.29(B). (If there are Related Employers, choose one or both of a. and b.):					
a. <input type="checkbox"/> <b>Non-Participating.</b> Compensation paid to Employees by a Related Employer that is not a Participating Employer.	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. <input type="checkbox"/> <b>Participating.</b> As to the Employees of any Participating Employer, Compensation paid by any other Participating Employer to its Employees. See Election 26(f).	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(m) <input type="checkbox"/> <b>Describe Compensation adjustment(s):</b> _____	<input type="checkbox"/>	<b>OR</b> <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(n) <input type="checkbox"/> <b>Describe Compensation adjustment(s):</b> _____					

[Note: Under Election 10(m) or 10(n), the Employer may: (i) describe Compensation from the elections available under Elections 10(d) through (l), or a combination thereof as to a Participant group (e.g., No exclusions as to Campus A Employees and exclude bonus as to Campus B Employees); (ii) define the Contribution Type column headings in a manner which differs from the "all-inclusive" description in the Note immediately following Election 10(c) (e.g., Elective Deferrals means §125 cafeteria deferrals only OR Exclude bonus as to Nonelective Contributions); and/or (iii) describe another exclusion (e.g., Exclude shift differential pay). Any adjustment must be definitely determinable.]

11. **HOURS OF SERVICE (1.40).** The Plan credits Hours of Service for the following purposes (and to the Employees) as follows (*Hours of Service for Eligibility as defined below also applies to the application of the exclusion for Employees who normally work less than 20 hours per week (Election 7(f)). (Choose one or more of (a) through (e))*):

	(1) All Purposes	(2) Eligibility	(3) Vesting	(4) Allocation Conditions
(a) <input checked="" type="checkbox"/> <b>Actual (hourly) Method.</b>	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Equivalency Method:</b> _____ ( <i>e.g., daily, weekly, etc.</i> )	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>Elapsed Time Method.</b> See Section 1.40(D)(3).	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Actual (hourly) and Equivalency other.</b> Equivalency Method: _____ ( <i>e.g., daily, weekly, etc.</i> ) for Employees for whom records or actual Hours of Service are not maintained or available ( <i>e.g., salaried Employees</i> ), and Actual Method for all other Employees.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(e) ☐ **Describe:** \_\_\_\_\_

[*Note: Under Election 11(e), the Employer may describe Hours of Service from the elections available under Elections 11(a) through (d), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes, Actual Method applies to staff and Equivalency Method applies to faculty).*]

12. **ELECTIVE SERVICE CREDITING (1.66(A)).** The Plan must credit Related Employer Service under Section 1.29(B) and also must credit certain Predecessor Employer/Predecessor Employer Service under Section 1.66(B). If the Plan is a Multiple Employer Plan, the Plan also must credit Service as provided in Section 10.07. The Plan also elects under Section 1.66(C) to credit as Service the following Predecessor Employer Service (*Choose (a) OR (b).*):

- (a) ☒ **Not applicable.** No elective Predecessor Employer Service crediting applies.
- (b) ☐ **Predecessor Employer.** The Plan credits the specified service with the following designated Predecessor Employers as Service for the Employer for the purposes indicated (*Complete (1). Choose (2) and/or (3) if applicable*):
- | (1)<br>Employer/Purposes. Credit as Service, service with the following Predecessor Employer(s) for the designated purpose(s) ( <i>Choose one or more</i> ): | (1)<br>All<br>Purposes   | (2)<br>Eligibility       | (3)<br>Vesting           | (4)<br>Allocation<br>Conditions |
|--|--------------------------|--------------------------|--------------------------|---------------------------------|
| a. <input type="checkbox"/> <b>Employer:</b> _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| b. <input type="checkbox"/> <b>Employer:</b> _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| c. <input type="checkbox"/> <b>Employer:</b> _____   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| d. <input type="checkbox"/> <b>Type of Predecessor.</b> Credit service with any Predecessor Employer which is ( <i>Choose one or more of i. – v.</i> ):      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>        |
| i. <input type="checkbox"/> <b>An Educational Organization.</b>  |                          |                          |                          |                                 |
| ii. <input type="checkbox"/> <b>An Educational Organization providing post-secondary education.</b>  |                          |                          |                          |                                 |
| iii. <input type="checkbox"/> <b>An Eligible Employer.</b>   |                          |                          |                          |                                 |
| iv. <input type="checkbox"/> <b>A nonprofit research institution.</b>  |                          |                          |                          |                                 |
| v. <input type="checkbox"/> <b>Other:</b> _____<br>( <i>specify organization type</i> )  |                          |                          |                          |                                 |
- (2) ☐ **Time period.** Subject to any exceptions noted under Election 12(b)(3), the Plan credits as Service under Election 12(b)(1), all service regardless of when rendered unless a. and/or b. is elected below (*Choose a. and/or b. if applicable*):
- a. ☐ **Service after.** All service, which is or was rendered after: \_\_\_\_\_ (*specify date*).
- b. ☐ **Service before.** All service, which is or was rendered before: \_\_\_\_\_ (*specify date*).
- (3) ☐ **Describe elective Predecessor Employer Service crediting:** \_\_\_\_\_

[*Note: Under Election 12(b)(3), the Employer may describe service crediting from the elections available under Elections 12(b)(1) or (2), or a combination thereof as to a Participant group and/or Contribution Type (e.g., For all purposes credit all service with X, but credit service with Y only on/after 1/1/05 OR Credit all service for all purposes with entities the Employer acquires after 12/31/04 OR Service crediting for X Campus applies only for purposes of Nonelective Contributions and not for Matching Contributions).*]



## ARTICLE 2 ELIGIBILITY REQUIREMENTS

13. **ELIGIBILITY/ELECTIVE DEFERRALS (Universal Availability) (2.01(A)).** An Employee (other than an Excluded Employee) generally becomes a Participant in the Elective Deferral portion of the Plan as soon as administratively feasible on or after the Employee's first day of employment with the Employer, as more fully described in Section 2.01(A). *[Note: Elections 14 - 17 do not apply to Elective Deferrals.]*

14. **ELIGIBILITY NONELECTIVE/MATCHING/EMPLOYEE CONTRIBUTIONS (2.01(B)).** To become a Participant in all applicable contributions under the Plan, an Employee must satisfy the following eligibility condition(s). All applicable contributions under the Plan include the Matching, Nonelective and Employee Contributions. *(Choose (a)(1) or choose one or more of (a) through (i) as applicable. Choose (j), (k) and/or (l) if applicable.):*

*[Note: For this Election 14, unless described otherwise in Election 14(i), or the context otherwise requires, Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 14(k).]*

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> <b>None.</b> Entry on Employment Commencement Date or if later, upon the next following Entry Date	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>Age:</b> _____	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>One Year of Service.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>Two Years of Service</b> (without an intervening Break in Service.)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input type="checkbox"/> _____ <b>Years of Service</b> (without an intervening Break in Service.)	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(f) <input type="checkbox"/> _____ <b>months</b> Service need not be continuous (mere passage of time).	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(g) <input type="checkbox"/> _____ <b>month period</b> from the Eligible Employee's employment commencement date and during which at least _____ <b>Hours of Service</b> are completed in each month. The months during which the Employee completes the specified Hours of Service <i>(Choose one of (1) or (2).):</i>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(1) <input type="checkbox"/> <b>Consecutive.</b> Must be consecutive.				
(2) <input type="checkbox"/> <b>Not consecutive.</b> Need not be consecutive.				
(h) <input type="checkbox"/> <b>Describe eligibility conditions:</b> _____	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(i) <input type="checkbox"/> <b>Describe eligibility conditions:</b> _____				

*[Note: The Employer may use Election 14(h) or 14(i) to describe different eligibility conditions (e.g., for all contributions, no eligibility requirements for faculty Employees and One Year of Service as to administrative staff Employees).]*

(j) ☐ **Special eligibility Effective Date** *(Choose (1) and/or (2) if applicable.)*

(1) ☐ **Waiver of eligibility conditions for certain Employees.** The eligibility conditions and entry dates apply solely to an Eligible Employee employed or reemployed by the Employer after \_\_\_\_\_ *(specify date)*. If the Eligible Employee was employed or reemployed by the Employer by the specified date, the Employee will become a Participant on the latest of: (i) the Effective Date; (ii) the restated Effective Date; (iii) the Employee's Employment Commencement Date or Re-Employment Commencement Date; or (iv) the date the Employee attains age \_\_\_\_\_ *(not exceeding age 21)*.

*[Note: If the Employer does not wish to impose an age condition under clause (iv) as part of the requirements for the eligibility conditions waiver, leave the age blank.]*

(2) ☐ **Describe special eligibility Effective Date(s):** \_\_\_\_\_

*[Note: Under Election 14(j)(2), the Employer may describe special eligibility Effective Dates as to a Participant group and/or Contribution Type.]*

(k) ☐ **Mandatory Contribution - eligibility conditions.** If different conditions apply to Mandatory and Employee (after-tax) Contributions, to become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s). (Choose (1) or (2) if applicable):

- (1) ☐ **No conditions.**
- (2) ☐ **Conditions apply.** To become a Participant with respect to Mandatory Contributions, an Employee must satisfy the following eligibility condition(s): (Choose one or more):
- a. ☐ **Age** \_\_\_\_\_
- b. ☐ **Year(s) of Service** \_\_\_\_\_
- c. ☐ **months Service** need not be continuous (mere passage of time).
- d. ☐ **Describe eligibility conditions:** \_\_\_\_\_

[Note: Election 14(k)(2)d. may only be used to describe different eligibility conditions in a manner consistent with the parameters set forth in the Notes following Elections 14(i).]

(l) ☐ **Employer maintains another plan.** The Employer maintains another plan providing for elective deferrals that satisfies the universal availability requirements under Code §403(b)(12). Instead of satisfying the universal availability requirements in this plan, the eligibility conditions for the following contribution source will also apply for Elective Deferral purposes. (Choose one)

- (1) ☐ **Matching**
- (2) ☐ **Nonelective**
- (3) ☐ **Employee/Mandatory**

**15. YEAR OF SERVICE - ELIGIBILITY (2.02(A)).** (Complete (b). Choose (a) if other than 1,000 Hours of Service. Choose (c) if applicable): [Note: If the Employer under Election 14 elects a one or two Year(s) of Service condition or elects to apply a Year of Service for eligibility under any other Adoption Agreement election, the Employer should complete Election 15. The Employer should not complete Election 15 if it elects the Elapsed Time Method for eligibility.]

- (a) ☐ **Year of Service.** An Employee must complete \_\_\_\_\_ Hour(s) of Service during the relevant Eligibility Computation Period to receive credit for one Year of Service under Article 2: [Note: If left blank, the requirement is 1,000 Hours of Service.]
- (b) **Subsequent Eligibility Computation Periods.** After the Initial Eligibility Computation Period described in Section 2.02(C), the Plan measures Subsequent Eligibility Computation Periods as (Choose (1) or (2)):
- (1) ☐ **Plan Year.** The Plan Year, beginning with the Plan Year which includes the first anniversary of the Employee's Employment Commencement Date.
- (2) ☐ **Anniversary Year.** The Anniversary Year, beginning with the Employee's second Anniversary Year.

[Note: To maximize delayed entry under a two Years of Service condition for Nonelective Contributions or Matching Contributions, the Employer should elect to remain on the Anniversary Year for such contributions.]

(c) ☐ **Describe:** \_\_\_\_\_  
(e.g., Anniversary Year as to faculty and Plan Year as to other employees OR 500 Hours of Service for Matching Contributions and 1,000 Hours of Service for Nonelective Contributions.)

**16. ENTRY DATE (2.02(D)).** The Entry Date means the Effective Date and (Choose one or more of (a) through (f); select (g) if applicable):

[Note: For this Election 16, unless described otherwise in Election 16(f), Matching includes all Matching Contributions; Nonelective includes all Nonelective Contributions; Employee/Mandatory includes Mandatory Employee Contributions and Employee (after-tax) Contributions unless otherwise elected at 16(g).]

	(1) All Applicable Contributions	(2) Matching	(3) Nonelective	(4) Employee/ Mandatory
(a) <input type="checkbox"/> <b>Semi-annual.</b> The first day of the first month and of the seventh month of the Plan Year.	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) <input type="checkbox"/> <b>First day of Plan Year.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) <input type="checkbox"/> <b>First day of each Plan Year quarter.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) <input type="checkbox"/> <b>The first day of each month.</b>	<input type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) <input checked="" type="checkbox"/> <b>Immediate.</b> Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.	<input checked="" type="checkbox"/>	OR <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



- (f) ☐ **Describe:** \_\_\_\_\_  
 (e.g., *Immediate as to faculty Employees and semi-annual as to administrative staff Employees.*)

**Mandatory Contribution - entry date** (Choose if applicable):

- (g) ☐ **Mandatory Contribution - entry date.** If a different entry date applies to Mandatory and Employee (after-tax) Contributions, the Entry Date for Mandatory Contributions means (Choose one):
- (1) ☐ **Semi-annual.** The first day of the first month and of the seventh month of the Plan Year.
  - (2) ☐ **First day of Plan Year.**
  - (3) ☐ **The first day of each month.**
  - (4) ☐ **Immediate.** Upon Employment Commencement Date or if later, upon satisfaction of eligibility conditions.
  - (5) ☐ **Describe:** \_\_\_\_\_  
 (e.g., *Immediate as to faculty Employees and semi-annual as to administrative staff Employees.*)

17. **PROSPECTIVE/RETROACTIVE ENTRY DATE (2.02(D)).** An Eligible Employee after satisfying the eligibility conditions in Election 14 will become a Participant for all applicable contributions on the Entry Date immediately following or coincident with the date the Employee completes the eligibility conditions (if employed on that date) unless otherwise elected below (Choose one if applicable):

- (a) ☐ **Immediately following** the date the Employee completes the eligibility conditions.
- (b) ☐ **Immediately preceding or coincident with** the date the Employee completes the eligibility conditions.
- (c) ☐ **Immediately preceding** the date the Employee completes the eligibility conditions.
- (d) ☐ **Nearest** the date the Employee completes the eligibility conditions.
- (e) ☐ **Describe:** \_\_\_\_\_  
 (e.g., *nearest as to faculty Employees and immediately following as to administrative staff Employees*)

### ARTICLE 3 PLAN CONTRIBUTIONS

**AMOUNT AND TYPE(S) (3.01).** The amount and type(s) of contributions for a Plan Year or other specified period are those described in Election 6 above and in the Article 3 elections below.

18. **MANDATORY EMPLOYEE CONTRIBUTIONS (3.04(A)(3)).** The Mandatory Employee Contributions under Election 6(a) are subject to the following additional elections. The Plan will hold and administer Mandatory Employee Contributions as pretax Nonelective Contributions.

**Amount of Mandatory Employee Contribution.** The Employer shall withhold the following Mandatory Employee Contributions from Participant Compensation and contribute them. (Choose (a), (b) or (c).):

- (a) ☐ **Uniform %.** \_\_\_\_\_% of each Participant's Compensation, per Plan Year.
- (b) ☐ **Fixed dollar amount.** \$\_\_\_\_\_, per Plan Year.
- (c) ☐ **Describe:** \_\_\_\_\_ (e.g., *The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. The time period is the Plan Year unless otherwise elected at (f) below.*)

[Note: The Employer under Election 18(c) may specify any definitely determinable Mandatory Employee Contribution formula not described under Elections 18(a) or (b) and/or the Employer may describe different Mandatory Employee Contributions as applicable to different Participant groups.]

**Type of Mandatory Employee Contribution.** The Mandatory Employee Contribution is being made in accordance with the following (Choose one):

- (d) ☐ **Condition of employment.** The Mandatory Employee Contribution is a condition of employment.
- (e) ☐ **Irrevocable Election.** An Eligible Employee may make, on or before first being eligible to participate under any plan of the Employer, an irrevocable election to contribute to the Plan the Mandatory Employee Contribution. (Choose one):
  - (1) ☐ **Participation Condition.** No Eligible Employee will become a Participant in the Plan unless the Employee makes such an irrevocable election. This condition will not apply to Elective Deferrals to the extent it would violate the universal availability rule of Treas. Reg. §1.403(b)-5.
  - (2) ☐ **Employer Contribution Condition.** No Eligible Employee will be eligible to receive an allocation of Employer Contributions in the Plan unless the Employee makes such an irrevocable election.

**Additional provisions** (Choose one or both of (f) and (g) if applicable)

(f) ☐ **Time period.** Instead of the Plan Year, the time period will be per \_\_\_\_\_ (e.g., month, Hour of Service, per Participant per month).

(g) ☐ **Describe additional conditions related to Mandatory Employee Contributions**

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19. **AUTOMATIC DEFERRAL (ACA/EACA) (3.02(B)).** The Automatic Deferral provisions of Section 3.02(B) (Choose (a) or (b). Also see Election 20 regarding Automatic Escalation of Salary Reduction Agreements.):

[Note: The Employer should confirm that Automatic Deferral provisions are permissible under applicable law.]

(a) ☒ **Do not apply.** The Plan is not an ACA or EACA (skip to Election 20).

(b) ☐ **Apply.** The Automatic Deferral Effective Date is the effective date of automatic deferrals or, as appropriate, any subsequent amendment thereto. (Complete (1), (2) and (3). Complete (4) and (5) if an EACA. Choose (6) if applicable.):

(1) **Type of Automatic Deferral Arrangement.** The Plan is an (Choose a. or b.):

a. ☐ **ACA.** The Plan is an Automatic Contribution Arrangement (ACA) under Section 3.02(B)(1).

b. ☐ **EACA.** The Plan is an Eligible Automatic Contribution Arrangement (EACA) under Section 3.02(B)(2).

(2) **Participants affected.** The Automatic Deferral applies to (Choose a., b., c. or d. Choose e. if applicable.):

a. ☐ **All Participants.** All Participants, regardless of any prior Salary Reduction Agreement, unless and until they make a Contrary Election after the Automatic Deferral Effective Date.

b. ☐ **Election of at least Automatic Deferral Percentage.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date provided that the Elective Deferral amount under the Agreement is at least equal to the Automatic Deferral Percentage.

c. ☐ **No existing Salary Reduction Agreement.** All Participants, except those who have in effect a Salary Reduction Agreement on the Automatic Deferral Effective Date regardless of the Elective Deferral amount under the Agreement.

d. ☐ **New Participants.** Each Employee whose Entry Date is on or following the Automatic Deferral Effective Date.

e. ☐ **Describe affected Participants:** \_\_\_\_\_

[Note: The Employer in Election 19(b)(2)e. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. All Employees eligible to defer must be Covered Employees to apply the 6-month correction period without excise tax under Code §4979.]

(3) **Automatic Deferral Percentage/Scheduled increases.** (Choose a., b., c. or d.):

a. ☐ **Fixed percentage.** The Employer, as to each Participant affected, will withhold as the Automatic Deferral Percentage, \_\_\_\_\_% from the Participant's Compensation each payroll period unless the Participant makes a Contrary Election. The Automatic Deferral Percentage will or will not increase in Plan Years following the Plan Year containing the Automatic Deferral Effective Date (or, if later, the Plan Year or partial Plan Year in which the Automatic Deferral first applies to a Participant) as follows (Choose e., f. or g.):

b. ☐ **Increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
1	3%
2	3%
3	4%
4	5%
5 and thereafter	6%

c. ☐ **Other increasing schedule.** The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	____%
_____	____%
_____	____%
_____	____%
_____	____%

d. ☐ **Describe Automatic Deferral percentage:** \_\_\_\_\_



If (3)a. or (3)d. selected, choose one of the following:

- e. ☐ **No scheduled increase.** The Automatic Deferral Percentage applies in all Plan Years.
- f. ☐ **Automatic increase.** The Automatic Deferral Percentage will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation.
- g. ☐ **Describe increase:** \_\_\_\_\_.

**Change Date.** If Election 19(b)(3)b., c., f. or g. is selected, Elective Deferrals will increase on the following day each Plan Year:

- h. ☐ **First day of the Plan Year.**
- i. ☐ **Other:** \_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)

**First Year of Increase.** The automatic increase under Election 19(b)(3)c., f. or g. will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless otherwise elected below (leave blank if not applicable):

- j. ☐ **The increase will apply as of the second Change Date thereafter.**
- k. ☐ **Describe first year increase:** \_\_\_\_\_  
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

(4) **EACA permissible withdrawal.** The permissible withdrawal provisions of Section 3.02(B)(2)(c) (Choose a., b. or c.):

- a. ☐ **Do not apply.**
- b. ☐ **90 day withdrawal.** Apply within 90 days of the first Automatic Deferral.
- c. ☐ **30-90 day withdrawal.** Apply, within \_\_\_\_\_ days of the first Automatic Deferral (may not be less than 30 nor more than 90 days).

(5) **Contrary Election/Covered Employee.** Any Participant who makes a Contrary Election (Choose a. or b.; leave blank if an ACA):

- a. ☐ **Covered Employee.** Is a covered employee and continues to be covered by the EACA provisions. [Note: Under this Election, the Participant's Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.]
- b. ☐ **Not a Covered Employee.** Is not a Covered Employee and will not continue to be covered by the EACA provisions. [Note: Under this Election, the Participant no longer must receive the EACA annual notice.]

(6) ☐ **Describe Automatic Deferral:** \_\_\_\_\_.

[Note: Under Election 19(b)(6), the Employer may describe Automatic Deferral provisions from the elections available under Election 19 and/or a combination thereof as to a Participant group (e.g., Automatic Deferrals do not apply to Campus A Employees. All Campus B Employee/Participants are subject to an Automatic Deferral Amount equal to 3% of Compensation effective as of January 1, 2017).]

20. **AUTOMATIC ESCALATION (3.02(G)).** The Automatic Deferral provisions of Section 3.02(G). (Choose (a) or (b). See Election 19 regarding Automatic Deferrals. Automatic Escalation applies to Participants who have a Salary Reduction Agreement in effect.):

- (a) ☒ **Do not apply.**
- (b) ☐ **Apply.** (Complete (1), (2), (3), and if appropriate (4).):

(1) **Participants affected.** The Automatic Deferral applies to (Choose a., b. or c.):

- a. ☐ **All Deferring Participants.** All Participants who have a Salary Reduction Agreement in effect to defer at least \_\_\_\_\_% of Compensation.
- b. ☐ **New Deferral Elections.** All Participants who file a Salary Reduction Agreement after the effective date of this Election, or, as appropriate, any amendment thereto, to defer at least \_\_\_\_\_% of Compensation.
- c. ☐ **Describe affected Participants:** \_\_\_\_\_.

[Note: The Employer in Election 20(b)(1)b. may further describe affected Participants, e.g., non-Collective Bargaining Employees OR Campus A Employees. The group of Participants must be definitely determinable and if an EACA under Election 19, must be uniform.]

(2) **Automatic Increases.** (Choose a. or b.):

a. ☐ **Automatic increase.** The Participant's Elective Deferrals will increase by \_\_\_\_\_% per year up to a maximum of \_\_\_\_\_% of Compensation unless the Participant has filed a Contrary Election after the effective date of this Election or, as appropriate, any amendment thereto.

b. ☐ **Describe increase:** \_\_\_\_\_.

[Note: The Employer in Election 20(b)(2)b. may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.]

(3) **Change Date.** The Elective Deferrals will increase on the following day each Plan Year:

a. ☐ **First day of the Plan Year.**

b. ☐ **Other:** \_\_\_\_\_ (must be a specified or definitely determinable date that occurs at least annually)

(4) **First Year of Increase.** The automatic escalation provision will apply to a Participant beginning with the first Change Date after the Participant files a Salary Reduction Agreement (or, if sooner, the effective date of this Election, or, as appropriate, any amendment thereto), unless otherwise elected below:

a. ☐ **The escalation provision will apply as of the second Change Date thereafter.**

b. ☐ **Describe first year increase:** \_\_\_\_\_  
(e.g., the increase will apply on the Change Date occurring on or after the Participant has been automatically enrolled for 3 months).

21. **CATCH-UP DEFERRALS (3.02(D)/(E)).** A Participant otherwise eligible to do so (Choose (a) or (b)):

(a) ☒ **Permitted.** May make the following Catch-Up Deferrals to the Plan. (Choose one or both of (1) and (2)):

(1) ☒ **Age 50 Catch-Up.**

(2) ☒ **Qualified Organization (defined in Section 3.02(D)(2)) Catch-Up.**

(b) ☐ **Not Permitted.** May not make any Catch-Up Deferrals to the Plan.

22. **MATCHING CONTRIBUTIONS (3.03(A)).** The Employer Matching Contributions under Election 6(c) are subject to the following additional elections regarding type (discretionary/fixed), rate/amount, limitations and time period (collectively, such elections are "the matching formula") and the allocation of Matching Contributions is subject to Section 3.06 except as otherwise provided. (Choose one or more of (a) through (h); then, for the elected match, complete (1), (2) and/or (3) as applicable. If the Employer completes (2) or (3), also complete (4), (5) or (6)):

	(1) Match Rate/Amt [\$/% of Elective Deferrals]	(2) Limit on Deferrals Matched [\$/% of Compensation]	(3) Limit on Match Amount [\$/% of Compensation]	(4) Apply limit(s) per Plan Year ["true-up"]	(5) Apply limit(s) per payroll period [no "true-up"]	(6) Apply limit(s) per designated time period [no "true-up"]
(a) <input type="checkbox"/> <b>Discretionary</b> - see Section 1.47(B) (The Employer may, but is not required to complete (a)(1)-(6). See the "Note" following Election 22.)	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
(b) <input type="checkbox"/> <b>Fixed</b> - uniform rate/amount	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
(c) <input type="checkbox"/> <b>Fixed</b> - tiered	_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
	<b>Elective Deferral %</b>	<b>Matching Rate</b>				
(e.g., up to 3)	_____ %	_____ %				
(e.g., more than 3 up to 5)	_____ %	_____ %				
	_____ %	_____ %				
	_____ %	_____ %				



- (d) ☐ **Fixed - Years of Service** \_\_\_\_\_ ☐ ☐ ☐ \_\_\_\_\_
- |                             | <b>Years<br/>of Service</b> | <b>Matching<br/>Rate</b> |
|-----------------------------|-----------------------------|--------------------------|
| (e.g., up to 2)             | _____                       | _____%                   |
| (e.g., more than 2 up to 5) | _____                       | _____%                   |
|                             | _____                       | _____%                   |
|                             | _____                       | _____%                   |

"Years of Service" under this Election 22(d) means (Choose a. or b.):

- a. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- b. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (e) ☐ **Fixed - Based on age at end of period** \_\_\_\_\_ ☐ ☐ ☐ \_\_\_\_\_
- |  | <b>Age</b> | <b>Matching<br/>Rate</b> |
|--|------------|--------------------------|
|  | _____      | _____%                   |
|  | _____      | _____%                   |
|  | _____      | _____%                   |
|  | _____      | _____%                   |
- (f) ☐ **Fixed - Job location or classification** \_\_\_\_\_ ☐ ☐ ☐ \_\_\_\_\_  
(must be objectively determinable)

<b>Location or Class</b>	<b>Matching Rate</b>
_____	_____%
_____	_____%
_____	_____%
_____	_____%

- (g) ☐ **Fixed Percent of Compensation.** \_\_\_\_\_% of Compensation provided the Participant's Elective Deferrals equal or exceed \_\_\_\_\_% of the Participant's Compensation.

- (h) ☐ **Describe:** \_\_\_\_\_  
(e.g., A discretionary match applies to staff members. A fixed match equal to 50% of Elective Deferrals not exceeding 6% of Plan Year Compensation applies to professors.)

[Note: A Participant's Elective Deferral percentage is equal to the Participant's Elective Deferrals (or such other amounts specified in this Adoption Agreement) being matched divided by the Participant's Compensation. The matching rate/amount is the specified rate/amount of match for the corresponding Elective Deferral amount/percentage. The Employer under Election 22(a) in its discretion may determine the amount of a Discretionary Matching Contribution and the matching contribution formula or formulas. Alternatively, the Employer in Election 22(a) may specify the Discretionary Matching Contribution formula.]

**Additional Provisions** (Choose if applicable)

**Contributions that are matched.** Matching Contributions are made only with respect to Elective Deferrals (includes Pre-Tax and Roth Elective Deferrals) unless otherwise elected below. (Choose if applicable):

- (i) ☐ Matching contributions will only be made with respect to the following (Choose one or more):
- (1) ☐ Pre-Tax Elective Deferrals.
  - (2) ☐ Roth Elective Deferrals.
  - (3) ☐ Employee (after-tax) Contributions.
  - (4) ☐ Elective Deferrals made to the following plan: \_\_\_\_\_ (enter name of plan).
  - (5) ☐ Describe: \_\_\_\_\_

**Participating Employers.** The Matching Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Matching Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

- (j) ☐ The Plan Administrator will allocate the Matching Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

23. **MATCHING CATCH-UP DEFERRALS (3.03(B)).** If a Participant makes an Age 50 Catch-Up or a Qualified Organization Catch-Up (15-year catch-up), the Employer (Choose (a), (b) or (c) as appropriate, selecting the relevant Catch-Up Deferrals):

- |  | Age 50<br>Catch-Ups      | Qualified<br>Organization<br>Catch-Ups |
|--|--------------------------|--|
| (a) <input type="checkbox"/> <b>Match.</b> Will match the Catch-Up Deferrals.  | <input type="checkbox"/> | <input type="checkbox"/>               |
| (b) <input type="checkbox"/> <b>No Match.</b> Will not match the Catch-Up Deferrals.   | <input type="checkbox"/> | <input type="checkbox"/>               |
| (c) <input type="checkbox"/> <b>Describe.</b> _____<br>(e.g., Will apply the discretionary matching contribution to Catch-Up Deferrals but will not apply the fixed matching contribution to catch-up deferrals) |                          |  |

24. [Reserved]

25. **NONELECTIVE CONTRIBUTIONS (TYPE/AMOUNT): (3.04(A)).** The Employer Nonelective Contributions under Election 6(d) are subject to the following additional elections as to type and amount. All Nonelective Contributions, other than those described in (f), are limited to Participants who have Compensation (and may be further limited as described elsewhere in the Plan or this Adoption Agreement. (Choose one or more of (a) through (d) as applicable.):

- (a) ☒ **Discretionary.** An amount the Employer in its sole discretion may determine.
- (b) ☐ **Fixed.** (Choose one or more of (1) through (8). Reference to Participants are limited to Participants eligible to receive an allocation of Nonelective Contributions.):
- (1) ☐ **Uniform %.** \_\_\_\_\_% of each Participant's Compensation, per \_\_\_\_\_ (e.g., Plan Year, month).
- (2) ☐ **Fixed dollar amount.** \$\_\_\_\_\_, per \_\_\_\_\_ (e.g., Plan Year, month, Hour of Service, per Participant per month).
- (3) ☐ **Age-Graded.** The following percentage of each Participant's Compensation based on the Participant's age on the last day of the Plan Year.

Age	Contribution Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- (4) ☐ **Service-Graded.** The following percentage of each Participant's Compensation based on the Participant's Years of Service.

Years of Service	Contribution Percentage
(e.g., up to 2) _____	_____ %
(e.g., more than 2 up to 5) _____	_____ %
_____	_____ %
_____	_____ %

"Years of Service" under this Election 25(b)(4) means (Choose i. or ii.):

- i. ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- ii. ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.
- (5) ☐ **Job Classification or Business Location.** The following percentage of each Participant's Compensation based on the Participant's job classification (must be objectively determinable) or business location.

Job Classification or Business Location	Contribution Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

- (6) ☐ **Contract Incorporation.** Contributions will be made pursuant to the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer. The relevant portions of the agreement or document will be attached hereto as an appendix to the Adoption Agreement and are incorporated herein by this reference.
- (7) ☐ **Unused accumulated leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated leave (as selected below). Only unpaid accumulated leave for which the Employee has no right to receive in cash may be included.



**Conversion.** The following types of unused accumulated leave may be converted under the Plan (*choose one or all that apply*):

- a. ☐ Sick leave
- b. ☐ Vacation leave
- c. ☐ Personal leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for unused accumulated leave (*choose d. and/or e.; leave blank if no limitations; provided, however, that this Plan may not be used to only provide benefits for terminated Employees*):

- d. ☐ **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (*choose all that apply; leave blank if no exclusions*):
  - i. ☐ The Former Employee must be at least age \_\_\_\_ (e.g., 55)
  - ii. ☐ The value of the unused accumulated leave must be at least \$ \_\_\_\_ (e.g., \$2,000)
  - iii. ☐ A contribution will only be made if the total hours is over \_\_\_\_ (e.g., 10) hours
  - iv. ☐ A contribution will not be made for hours in excess of \_\_\_\_ (e.g., 40) hours
- e. ☐ **Active Employees.** Employees who have not terminated service during the Plan Year and who meet the following requirements (*select all that apply; leave blank if no exclusions*):
  - i. ☐ The Employee must be at least age \_\_\_\_ (e.g., 55)
  - ii. ☐ The value of the unused accumulated leave must be at least \$ \_\_\_\_ (e.g., \$2,000)
  - iii. ☐ A contribution will only be made if the total hours are over \_\_\_\_ (e.g., 10) hours
  - iv. ☐ A contribution will not be made for hours in excess of \_\_\_\_ (e.g., 40) hours

- (8) ☐ **Describe:** \_\_\_\_\_  
*(e.g., The greater of \$500 or 3% of each Participant's Compensation, per Plan Year. Specify time period, e.g., per Plan Year quarter. If not specified, the time period is the Plan Year.)*

*[Note: The Employer under Election 25(b)(8) may specify any Fixed Nonelective Contribution formula not described under Elections 25(b)(1) through (7) (e.g., For each Plan Year, 2% of total compensation), and/or the Employer may describe different Fixed Nonelective Contributions as applicable to different Participant groups (e.g., A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus A Participants and a Fixed Nonelective Contribution equal to \$500 per Participant each Plan Year applies to Campus B Participants).]*

- (c) ☐ **Contribution for Deemed Disability Compensation (1.11(K)).** Include Deemed Disability Compensation. The Employer will make Nonelective Contributions for the disabled Participants defined below, based on their Deemed Disability Compensation for the following period \_\_\_\_\_. (*Specify a fixed or determinable period. Choose (1) or (2)*):

- (1) ☐ **NHCEs only.** Apply only to disabled NHCEs.
- (2) ☐ **All Participants.** Apply to all disabled Participants.

The contribution for such Participants shall be:

- (3) ☐ **Amount set forth in (a), (b) and (d).** The disabled Participants shall share in the contributions set forth in (a), (b) and (d).
- (4) ☐ **Describe:** \_\_\_\_\_ (must be definitely determinable (e.g., amount set forth in long-term disability policy).

- (d) ☐ **Describe:** \_\_\_\_\_.

*[Note: Under Election 25(d), the Employer may describe the amount and type of Nonelective Contributions from the elections available under Election 25 and/or a combination thereof as to a Participant group (e.g., A Discretionary Nonelective Contribution applies to Campus A Employees. A Fixed Nonelective Contribution equal to 5% of Plan Year Compensation applies to Campus B Employees).]*

**Additional Provisions** (*Choose if applicable*)

- (e) ☐ **Former Employees.** The Employer will make Nonelective Contributions on behalf of former Employees in accordance with the following elections (*Choose (1), (2) or (3)*):

- (1) ☐ **Discretionary.** The Employer may contribute an amount the Employer in its sole discretion may determine with regard to one or more former Employees, to be allocated and administered as described more fully in Section 3.04(D).
- (2) ☐ **Percent of Deemed Includible Compensation.** The Employer will contribute \_\_\_\_ % of each Participant's Includible Compensation each Plan Year commencing with the Plan Year in which the Participant has Separated from Service and then for the next \_\_\_\_ calendar years (not to exceed 5 calendar years) following the Plan Year in which the Participant Separated from Service.

(3) ☐ **Describe:** \_\_\_\_\_.

*[Note: The Employer under Election 25(e)(3) may specify any definitely determinable contribution or allocation formula. No former Employee will be eligible to receive such an allocation for a calendar year beginning more than 5 years after the Employee Separated from Service.]*

**Eligible Former Employees.** Such contributions will be made with respect to the following Participants (Choose (4) or (5)):

(4) ☐ **All Former Employees.**

(5) ☐ **The following Former Employees (Choose one or more of a. through e.):**

a. ☐ **Union Employees.** Collectively bargained employees who participate in the following unions: \_\_\_\_\_.

b. ☐ **Non-Union Employees.** Employees whose employment is not governed by a collective bargaining agreement between the Employer and employee representatives.

c. ☐ **School superintendent.**

d. ☐ **School principals.**

e. ☐ **Describe inclusion:** \_\_\_\_\_.  
(e.g., include administration Employees). *[Note: Must be definitely determinable.]*

26. **NONELECTIVE CONTRIBUTION ALLOCATION (3.04(B)).** The Plan Administrator, subject to Section 3.06, will allocate to each Participant any Nonelective Contribution under the following contribution allocation formula (Choose one or more of (a) through (g) as applicable.):

(a) ☐ **Pro rata.** As a uniform percentage of Participant Compensation.

(b) ☐ **Permitted disparity (Integrated).** In accordance with the permitted disparity allocation provisions of Section 3.04(B)(2), under which the "Excess Compensation" means Compensation in excess of the integration level provided below (Choose (1) or (2)):

(1) ☐ **Percentage amount.** \_\_\_\_\_% (not exceeding 100%) of the Taxable Wage Base in effect on the first day of the Plan Year, rounded to the next highest \$\_\_\_\_\_ (not exceeding the Taxable Wage Base).

(2) ☐ **Dollar amount.** The following amount: \$\_\_\_\_\_ (not exceeding the Taxable Wage Base in effect on the first day of the Plan Year).

(c) ☐ **Incorporation of contribution formula.** The Plan Administrator will allocate any Fixed Nonelective Contribution under Election 25(b) or Mandatory Employee Contributions under Election 18 in accordance with the contribution formula the Employer adopts under that Election.

(d) ☐ **Classifications of Participants.** In accordance with the classifications allocation provisions of Section 3.04(B)(3). (Complete (1) and (2).):

(1) **Description of the classifications.** The classifications are (Choose a. or b.):

a. ☐ **Each in own classification.** Each Participant constitutes a separate classification.

b. ☐ **Describe the classifications:** \_\_\_\_\_.

*[Note: Any classifications under Election 26(d) must be clearly defined in a manner that will not violate the definite predetermined allocation requirement of Treas. Reg. §1.401-1(b)(1)(ii) and can only be changed through a Plan amendment. The Employer must advise the Plan Administrator or Vendor in writing as to the allocation rate applicable to each Participant under Election 26(d)(1)a. or applicable to each classification under Elections 26(d)(1)b. for the allocation Plan Year.]*

(2) **Allocation method within each classification.** Allocate the Nonelective Contribution within each classification as follows (Choose a., b. or c.):

a. ☐ **Pro rata.** As a uniform percentage of Compensation of each Participant within the classification.

b. ☐ **Flat dollar.** The same dollar amount to each Participant within the classification.

c. ☐ **Describe:** \_\_\_\_\_.  
(e.g., Allocate pro rata to group A and flat dollar to group B.)

(e) ☐ **Age-based.** In accordance with the age-based allocation provisions of Section 3.04(B)(4). The Plan Administrator will use the Actuarial Factors based on the following assumptions (Complete both (1) and (2).):

(1) **Interest rate.** (Choose a., b. or c.):

a. ☐ **7.5%**                      b. ☐ **8.0%**                      c. ☐ **8.5%**



(2) **Mortality table.** (Choose a. or b.):a. ☐ **UP-1984.** See Appendix C.b. ☐ **Alternative:** \_\_\_\_\_  
(Specify 1983 GAM, 1983 IAM, 1971 GAM or 1971 IAM and attach applicable tables using such mortality table and the specified interest rate as replacement Appendix C.)

**Participating Employers.** The Nonelective Contributions will be allocated to all Participants regardless of which Employer directly employs them and regardless of whether their direct Employer made Nonelective Contributions for the Plan Year unless otherwise elected below or specified in a participation agreement. (Choose if applicable):

(f) ☐ The Plan Administrator will allocate the Nonelective Contributions made by the Signatory Employer and by any Participating Employer only to the Participants directly employed by the contributing Employer.

[Note: If the Employer elects 26(f), the Employer should also elect 10(l)(b), to disregard the Compensation paid by "Y" Participating Employer in determining the allocation of the "X" Participating Employer contribution to a Participant (and vice versa) who receives Compensation from both X and Y.]

(g) ☒ **Describe:** Amount set forth by the district/school  
(e.g., Pro rata as to Campus A Participants and Permitted Disparity (two-tiered at 100% of the SSTWB) as to Campus B Participants.)

27. [Reserved]

28 **ALLOCATION CONDITIONS (3.06(B)/(C)).** The Plan does not apply any allocation conditions to: (1) Elective Deferrals; (2) Mandatory Employee Contributions; (3) Employee (after-tax) Contributions; or (4) Rollover Contributions. To receive an allocation of Matching Contributions, Nonelective Contributions or Participant forfeitures, a Participant must satisfy the following allocation condition(s) (Choose (a) or (b). Choose (c) if applicable.):

(a) ☒ **No conditions.** No allocation conditions apply to Matching Contributions, to Nonelective Contributions or to forfeitures.(b) ☐ **Conditions.** The following allocation conditions apply to the designated Contribution Type and/or forfeitures (Choose one or more of (1) through (7). Choose Contribution Type as applicable.):

[Note: For this Election 28, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

	(1) Matching, Nonelective and Forfeitures	(2)	(3)	(4)
		Matching	Nonelective	Forfeitures
(1) <input type="checkbox"/> <b>None.</b>	N/A (See Election 28(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>501 Hours of Service/terminees</b> (91 consecutive days if Elapsed Time). See Section 3.06(B)(1)(b).	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>Last day of the Plan Year.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Last day of the Election 28(c) time period.</b>	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <input type="checkbox"/> <b>1,000 Hours of Service in the Plan Year</b> (182 consecutive days in Plan Year if Elapsed Time).	<input type="checkbox"/> <b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(6) <input type="checkbox"/> <b>Hours of Service within the Election 28(c) time period, (specify Hours of Service at contribution type but not exceeding 1,000 Hours of Service in a Plan Year).</b>	<input type="checkbox"/> _____ <b>OR</b>	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
(7) <input type="checkbox"/> <b>Describe conditions:</b> _____ (e.g., Last day of the Plan Year as to Nonelective Contributions for Participating Employer "A" Participants. No allocation conditions for Participating Employer "B" Participants.)				

- (c) ☐ **Time period.** Under Section 3.06(C), apply Elections 28(b)(4), (b)(6) or (b)(7) to the specified contributions/forfeitures based on each (*Choose one or more of (1) through (5). Choose Contribution Type as applicable.*):

- |   |                          |           |                          |                          |                          |
|---|--------------------------|-----------|--------------------------|--------------------------|--------------------------|
| (1) <input type="checkbox"/> <b>Plan Year.</b>                  | <input type="checkbox"/> | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> <b>Plan Year quarter.</b>          | <input type="checkbox"/> | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> <b>Calendar month.</b>             | <input type="checkbox"/> | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> <b>Payroll period.</b>             | <input type="checkbox"/> | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) <input type="checkbox"/> <b>Describe time period:</b> _____ |                          |           |                          |                          |                          |

[Note: If the Employer elects 28(b)(4) or (b)(6), the Employer must choose (c). If the Employer elects 28(b)(7), choose (c) if applicable.]

**29. ALLOCATION CONDITIONS - APPLICATION/WAIVER (3.06(D)/(F)).** Under Section 3.06(D), in the event of Severance from Employment as described below, apply or do not apply Election 28(b) allocation conditions to the specified contributions/forfeitures as follows (*If the Employer elects 28(b), the Employer must complete Election 29. Choose (a) or (b).*):

[Note: For this Election 29, except as the Employer describes otherwise in Election 28(b)(7), Matching includes all Matching Contributions and Nonelective includes all Nonelective Contributions to which allocation conditions may apply.]

- (a) ☐ **Total waiver or application.** If a Participant incurs a Severance from Employment on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age (*Choose (1) or (2).*):

- |   |
|---|
| (1) <input type="checkbox"/> <b>Do not apply allocation conditions.</b> Do not apply elected allocation conditions to Matching Contributions, to Nonelective Contributions or to forfeitures. |
| (2) <input type="checkbox"/> <b>Apply allocation conditions.</b> Apply elected allocation conditions to Matching Contributions, to Nonelective Contributions and to forfeitures.              |

- (b) ☐ **Application/waiver as to Contribution Types events.** If a Participant incurs a Severance from Employment, apply allocation conditions *except* such conditions are waived if Severance from Employment is on account of or following death, Disability or attainment of Normal Retirement Age or Early Retirement Age as specified, and as applied to the specified Contribution Types/forfeitures (*Choose one or more of (1) through (4). Choose Contribution Type as applicable.*):

- |  | (1)<br>Matching,<br>Nonelective<br>and Forfeitures |           | (2)<br>Matching          | (3)<br>Nonelective       | (4)<br>Forfeitures       |
|--|--|-----------|--------------------------|--------------------------|--------------------------|
| (1) <input type="checkbox"/> <b>Death.</b>                 | <input type="checkbox"/>                           | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) <input type="checkbox"/> <b>Disability.</b>            | <input type="checkbox"/>                           | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) <input type="checkbox"/> <b>Normal Retirement Age.</b> | <input type="checkbox"/>                           | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <input type="checkbox"/> <b>Early Retirement Age.</b>  | <input type="checkbox"/>                           | <b>OR</b> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**30. FORFEITURE ALLOCATION METHOD (3.07).** [Note: Even if the Employer elects immediate vesting, the Employer should complete Election 30. See Section 7.07.] The Plan Administrator will allocate a Participant forfeiture attributable to all Contribution Types or attributable to all Nonelective Contributions or to all Matching Contributions as follows (*Choose one or more of (a) through (g) and choose Contribution Type as applicable. Choose (f) only in conjunction with at least one other election.*):

- |   | (1)<br>All<br>Forfeitures |           | (2)<br>Nonelective<br>Forfeitures | (3)<br>Matching<br>Forfeitures |
|---|---------------------------|-----------|-----------------------------------|--------------------------------|
| (a) <input type="checkbox"/> <b>Additional Nonelective.</b> Allocate as additional Discretionary Nonelective Contribution.  | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (b) <input type="checkbox"/> <b>Additional Match.</b> Allocate as additional Discretionary Matching Contribution.   | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (c) <input type="checkbox"/> <b>Reduce Nonelective.</b> Apply to Nonelective Contribution.  | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (d) <input type="checkbox"/> <b>Reduce Match.</b> Apply to Matching Contribution.   | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (e) <input type="checkbox"/> <b>Pro rata.</b> Allocate pro-rata based on Compensation.  | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (f) <input type="checkbox"/> <b>Plan expenses.</b> Pay reasonable Plan expenses.<br>(See Section 7.04(C).)  | <input type="checkbox"/>  | <b>OR</b> | <input type="checkbox"/>          | <input type="checkbox"/>       |
| (g) <input type="checkbox"/> <b>Describe:</b> _____<br>(e.g., Forfeitures attributable to transferred balances from Plan X are allocated only to former Plan X participants.) |                           |           |                                   |                                |



31. **IN-PLAN ROTH ROLLOVER CONTRIBUTION (3.08(E)).** The following provisions apply regarding In-Plan Roth Rollover Contributions (*Choose (a) or (b); also see Election (d)(1) in Appendix B; leave blank if Election 6(b)(1) is not selected.*):

- (a) ☒ **Not Applicable.** The Plan does not permit In-Plan Roth Rollover Contributions.
- (b) ☐ **Applies.** The Plan permits In-Plan Roth Rollover Contributions to the extent permitted by the Investment Arrangement Documentation with regard to the following amounts. (*Choose one or both of (1) and (2).*)
- (1) ☐ Otherwise distributable amounts. This provision is effective the later of September 28, 2010, the Plan or Restatement Effective Date, or \_\_\_\_\_ (enter later effective date if applicable).
- (2) ☐ Otherwise nondistributable amounts. This provision is effective the later of January 1, 2013, the Plan or Restatement Effective Date, or \_\_\_\_\_ (enter later effective date if applicable).

32. **EMPLOYEE (AFTER-TAX) CONTRIBUTIONS (3.09).** The following additional elections apply to Employee Contributions under Election 6(e). (*Choose (a) if applicable.*):

- (a) ☐ **Additional limitations.** The Plan permits Employee Contributions subject to the following limitations, if any, in addition to those already imposed under the Plan: \_\_\_\_\_.

#### ARTICLE 4 LIMITATIONS AND TESTING

33. [Reserved]

#### ARTICLE 5 VESTING REQUIREMENTS

34. **RETIREMENT AGE (5.01).**

**NORMAL RETIREMENT AGE.** A Participant attains Normal Retirement Age under the Plan and becomes fully Vested on the following date (*Choose one*):

- (a) ☒ **Specific age.** The date the Participant attains age 65.
- (b) ☐ **Age/participation.** The later of the date the Participant attains age \_\_\_\_\_ or the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan.
- (c) ☐ **Sum of age plus service.** The date the Participant's age plus service equal \_\_\_\_\_.
- (d) ☐ **Describe:** \_\_\_\_\_  
(*For example, the later of the date the Participant attains age 65 or the date the Participant is credited with 10 Years of Service*)

**EARLY RETIREMENT AGE.** (*Choose (e), (f) or (g):*)

- (e) ☒ **Not applicable.** The Plan does not provide for an Early Retirement Age.
- (f) ☐ **Early Retirement Age.** Early Retirement Age is the later of: (i) the date a Participant attains age \_\_\_\_\_; (ii) the date a Participant reaches the \_\_\_\_\_ anniversary of the first day of the Plan Year in which the Participant commenced participation in the Plan; or (iii) the date a Participant completes \_\_\_\_\_ Years of Service.

[*Note: The Employer should leave blank any of clauses (i), (ii) and (iii) which are not applicable.*]

If (f)(iii) is selected, "Years of Service" under this Election means (*Choose (1) or (2)*):

- (1) ☐ **Eligibility.** Years of Service for eligibility in Election 15.
- (2) ☐ **Vesting.** Years of Service for vesting in Elections 37 and 38.

- (g) ☐ **Describe:** \_\_\_\_\_.

[*Note: Election of an Early Retirement Age does not affect the time at which a Participant may receive a Plan distribution.*]

35. **ACCELERATION ON DEATH, DISABILITY OR ATTAINMENT OF RETIREMENT AGE (5.01 and 5.02).** If selected below, then irrespective of any vesting schedule selected at Election 36, a Participant will be fully vested if the Participant incurs a Severance from Employment as a result of death or Disability or is employed on or after attainment of Early Retirement Age (*Choose one or more; leave blank if none apply or if the Plan provides full vesting for all Participants*):

- (a) ☐ **Death.**
- (b) ☐ **Disability.**
- (c) ☐ **Early Retirement Age.**

36. **VESTING SCHEDULE (5.03).** A Participant has a 100% Vested interest at all times in Accounts attributable to Elective Deferrals, Mandatory Employee Contributions, Employee (after-tax) Contributions, Nonelective Contributions to former Employees under Section 3.04(D), and Rollover Contributions. The following vesting schedules apply to Matching Contributions and to Nonelective Contributions (Choose (a) or (b). Choose (c) if applicable.):

(a) ☒ **Immediate vesting.** 100% Vested at all times in all Accounts.

[Note: The Employer should elect 36(b) if any Contribution Type is subject to a vesting schedule. If the Employer elects immediate vesting under 36(a), the Employer should not complete the balance of Election 36 or Elections 37 and 38, except as noted therein.]

(b) ☐ **Vesting schedules:** Apply the following vesting schedules (Choose one or more of (1) through (4)):

	(1) All Contributions		(2) Nonelective	(3) Matching
(1) <input type="checkbox"/> <b>Immediate vesting.</b>	N/A		<input type="checkbox"/>	<input type="checkbox"/>
(2) <input type="checkbox"/> <b>6-year graded.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(3) <input type="checkbox"/> <b>3-year cliff.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
(4) <input type="checkbox"/> <b>Modified Schedule.</b>	<input type="checkbox"/>	<b>OR</b>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Years of Service</u>				<u>Vested %</u>
—				—%
—				—%
—				—%
—				—%
—				—%
— or more				100 %

[Note: The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

(c) ☐ **Special vesting provisions:** \_\_\_\_\_

[Note: Any special vesting provision specified under Election 36(c) must be definitely determinable. The vesting schedule must be at least as rapidly as a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code §72(t)(10)(B)) or a 5 to 20 year graded vesting schedule.]

37. **YEAR OF SERVICE - VESTING (5.05).** (Complete (b). Choose (a) if other than 1,000 Hours of Service.): [Note: If the Employer elects the Elapsed Time Method or elects immediate vesting, the Employer should not complete Election 37 and 38 unless it elects to apply a Year of Service for vesting under Election 22(d), 25(b)(4) or Election 34(f)(2).]

(a) ☐ **Year of Service.** An Employee must complete at least \_\_\_\_\_ Hours of Service during a Vesting Computation Period to receive credit for a Year of Service under Article 5. [Note: If left blank, the requirement is 1,000.]

(b) **Vesting Computation Period.** The Plan measures a Year of Service based on the following 12-consecutive month period: (Choose (1) or (2)):

(1) ☐ **Plan Year.**

(2) ☐ **Anniversary Year.**

38. **EXCLUDED YEARS OF SERVICE - VESTING (5.05(C)).** The Plan excludes the following Years of Service for purposes of vesting (Choose one or more of (a) through (e) if applicable):

(a) ☐ **Age 18.** Any Year of Service before the Year of Service during which the Participant attained the age of 18.

(b) ☐ **Prior to Plan establishment.** Any Year of Service during the period the Employer did not maintain this Plan or a predecessor plan.

(c) ☐ **Parity Break in Service.** Any Year of Service excluded under the rule of parity. See Section 5.06(C).

(d) ☐ **Prior Plan terms.** Any Year of Service disregarded under the terms of the Plan as in effect prior to this restated Plan.

(e) ☐ **Other exclusions:** \_\_\_\_\_

[Note: Any exclusion specified under Election 38(e) must be definitely determinable.]



**ARTICLE 6**  
**DISTRIBUTION OF ACCOUNT BALANCE**

39. **POST-SEVERANCE DISTRIBUTIONS.** The provisions in this Election 39 apply to distributions to Participants following Severance from Employment. *(Complete (a), (b) and (c). Choose (d) and (e) if applicable.)*

(a) **Mandatory Distribution (6.01(F)/6.08(D)).** The Plan provides or does not provide for Mandatory Distribution of a Participant's Vested Account Balance following Severance from Employment, as follows *(Choose (1) or (2).)*:

- (1) ☒ **No Mandatory Distribution.** The Plan will not make a Mandatory Distribution (i.e., Participant consent is required for all distributions) following Severance from Employment.
- (2) ☐ **Mandatory Distribution.** The Plan will make a Mandatory Distribution following Severance from Employment to the extent permitted by the Investment Arrangement Documentation.

**Amount limit.** The Mandatory Distribution maximum amount is equal to *(Choose a., b. or c.; Choose d. if applicable):*

- a. ☐ **\$5,000.**
- b. ☐ **\$1,000.**
- c. ☐ **Specify amount: \$\_\_\_\_\_.**

*[Note: This election only applies to the Mandatory Distribution maximum amount. For other Plan provisions subject to a \$5,000 limit, see Election (g)(6) in Appendix B.]*

**Automatic IRA rollover.** With respect to Mandatory Distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed to the Participant unless otherwise elected below.

- d. ☐ If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$\_\_\_\_\_. *(Specify an amount greater than \$0 and less than \$1,000.)*

**Application of Rollovers to amount limit.** In determining whether a Participant's Vested Account Balance exceeds the Mandatory Distribution dollar limit in Election 39(a)(2), the Plan *(Choose e. or f.):*

- e. ☐ **Disregards Rollover Contribution Account.**
- f. ☐ **Includes Rollover Contribution Account.**

(b) **Default Distribution Methods (6.03).** If the Investment Arrangement Documentation does not specify the distribution which would apply, the following distribution methods are available for a Participant, subject to any limitations in the Plan or the Investment Arrangement Documentation. *(Choose one or more of (1) through (6)).*

- (1) ☒ **Lump-Sum.**
- (2) ☒ **Installments only if Participant subject to lifetime RMDs.** A Participant who is required to receive lifetime RMDs may receive installments payable in monthly, quarterly or annual installments equal to or exceeding the annual RMD amount.
- (3) ☐ **Installments.**
- (4) ☒ **Annuity.** Distribution of an Annuity Contract that the Vendor provides or purchases with the Participant's Vested Account Balance.
- (5) ☒ **Ad-Hoc distributions.**
- (6) ☐ **Describe distribution method(s): \_\_\_\_\_.**

*[Note: The Employer under Election 39(b)(6) may describe Severance from Employment distribution methods from the elections available under Election 39(b) and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable in a Lump-Sum OR Accounts of Employees hired after "x" date are distributable in a Lump-Sum. Division B Employee Accounts are distributable in a Lump-Sum or in Installments OR Accounts of Employees hired on/before "x" date are distributable in a Lump-Sum or in Installments.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable in a Lump-Sum. Fixed Nonelective Contribution Accounts are distributable in a Lump-Sum or in Installments); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 39(b)(6) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]*

(c) **Limitations on Distribution Methods (6.03).** An Investment Arrangement may distribute to a Participant *(Choose (1) or (2) below):*

- (1) ☒ Under any distribution method available under the Investment Arrangement Documentation.
- (2) ☐ Only under those distribution methods selected in Election 39(b) which are available under the Investment Arrangement Documentation.

- (d) ☐ **Delay of Distribution (6.01(B)).** Except as otherwise provided in the Plan (such as Mandatory Distributions and RMDs), distribution to a Participant who has incurred a Severance from Employment will not commence prior to (Choose (1) or (2)):

(1) ☐ Attainment of age \_\_\_\_\_.

(2) ☐ Describe: \_\_\_\_\_.

[Note: An Employer's election under Election 39(d) must: (i) be objectively determinable and (ii) not be subject to Employer or Plan Administrator discretion.]

- (e) ☐ **Acceleration.** Notwithstanding any later specified distribution date in this election, a Participant may elect an earlier distribution following Severance from Employment (Choose one or both of (1) and/or (2)):

(1) ☐ **Disability.** If Severance from Employment is on account of Disability or if the Participant incurs a Disability following Severance from Employment.

(2) ☐ **Hardship.** If the Participant incurs a hardship under Section 6.07(C) following Severance from Employment.

40. **IN-SERVICE DISTRIBUTIONS/EVENTS (6.01(D)).** A Participant may elect an In-Service Distribution of the designated Contribution Type Accounts based on any of the following events in accordance with Section 6.01(D) (Choose (a) OR (b).):

[Note: If the Employer elects any In-Service Distribution option, a Participant may elect to receive as many In-Service Distributions per Plan Year (with a minimum of one per Plan Year) as the Plan Administrator's In-Service Distribution form or policy may permit. If the form or policy is silent, the number of In-Service Distributions is not limited.]

- (a) ☐ **None.** The Plan does not permit any In-Service Distributions except as to RMDs under Section 6.02. Also see Section 6.01(D)(5) with regard to Rollover Contributions, and Employee Contributions.

- (b) ☒ **Permitted.** In-Service Distributions are permitted as follows from the designated Contribution Type Accounts (Choose one or more of (1) through (9).):

[Note: Unless the Employer elects otherwise in Election (b)(9) below, Elective Deferrals under Election 40(b) includes Pre-Tax and Roth Deferrals; Elections under columns (3) and (4) apply to Employer contributions held in annuity contracts; Elections under column (5) apply to Employer contributions in Custodial Accounts.]

		(1) All Contrib.	(2) Elective Deferrals	(3) Matching Contrib.	(4) Nonelective/ Mandatory	(5) Custodial Account
(1)	<input type="checkbox"/> <b>None.</b> Except for Election 40(a) exceptions.	N/A (See Election 40(a))	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	<input checked="" type="checkbox"/> <b>Age</b> (Choose one or more of a. through d.)					
	a. <input checked="" type="checkbox"/> <b>Age 59 1/2</b> (must be at least 59 1/2).	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b. <input type="checkbox"/> <b>Age _____</b> (may be less than 59 1/2).	N/A	N/A	<input type="checkbox"/>	<input type="checkbox"/>	N/A
	c. <input type="checkbox"/> <b>Age and participation.</b> The Participant must have attained age _____ and completed _____ years of Plan participation or _____ Years of Service for purposes of vesting. (Fill in whichever blank applies.)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d. <input type="checkbox"/> <b>Upon attaining Normal Retirement Age</b> (Normal Retirement Age must be at least 59 1/2)	<input type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3)	<input checked="" type="checkbox"/> <b>Hardship</b>	N/A	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	N/A
(4)	<input checked="" type="checkbox"/> <b>Disability.</b>	<input checked="" type="checkbox"/> OR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



- |     |                                     |                                     |  |                                     |                          |                          |                          |                          |
|-----|-------------------------------------|-------------------------------------|--|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| (5) | <input type="checkbox"/>            | <input type="checkbox"/>            | ___ year contributions.<br>(specify minimum of two years)  | N/A                                 | N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | N/A                      |
| (6) | <input type="checkbox"/>            | <input type="checkbox"/>            | ___ months of participation. (specify minimum of 60 months)  | N/A                                 | N/A                      | <input type="checkbox"/> | <input type="checkbox"/> | N/A                      |
| (7) | <input type="checkbox"/>            | <input type="checkbox"/>            | Qualified Reservist Distribution. See Section 6.01(D)(10).   | N/A                                 | <input type="checkbox"/> | N/A                      | N/A                      | N/A                      |
| (8) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Deemed Severance Distribution. See Section 6.11.   | <input checked="" type="checkbox"/> | OR                       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (9) | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u><b>Describe:</b> Hardships distributions of a Participant's Elective Deferrals and NonElective Contributions held in Annuities will only be permitted for a safe harbor need (Section 6.07(C)(1)) but the determination of whether a distribution is necessary to satisfy such need will be based on Treas. Reg. §1.401(k)-1(d)(3)(iv) other than the deemed necessary rules set forth in 1.401(k)-1(d)(3)(iv)(E) (i.e., facts and circumstances are used to determine whether a distribution is necessary and accordingly there is no 6 month suspension of Elective Deferrals).</u> |                                     |                          |                          |                          |                          |

[Note: The Employer under Election 40(b)(9) may describe In-Service Distribution provisions from the elections available under Election 40 and/or a combination thereof as to any: (i) Participant group (e.g., Division A Employee Accounts are distributable at age 59 1/2 OR Accounts of Employees hired on/before "x" date are distributable at age 59 1/2. No In-Service Distributions apply to Division B Employees OR to Employees hired after "x" date.); (ii) Contribution Type (e.g., Discretionary Nonelective Contribution Accounts are distributable on Disability. Fixed Nonelective Contribution Accounts are distributable on Disability or Hardship (non-safe harbor)); and/or (iii) merged plan account now held in the Plan (e.g., The accounts from the X plan merged into this Plan continue to be distributable in accordance with the X plan terms [supply terms] and not in accordance with the terms of this Plan). An Employer's election under Election 40(b)(9) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Sections 6.02(E) and 9.02(C)(3).]

41. **IN-SERVICE DISTRIBUTIONS/ADDITIONAL CONDITIONS (6.01(D)).** The following additional conditions apply to In-Service Distributions under Election 40(b) (Choose (a), (b), (c), (d) and/or (e) if applicable.):

- (a) ☐ **100% vesting required for accounts that are subject to a vesting schedule.** A Participant may not receive an In-Service Distribution unless the Participant is 100% Vested in the distributing Account. This restriction applies to (Choose one or more of (1) or (2)):
- (1) ☐ **Hardship distributions.** Distributions based on hardship.
- (2) ☐ **Other In-Service.** In-Service distributions other than distributions based on hardship.
- (b) ☐ **Minimum amount.** A Participant may not receive an In-Service Distribution in an amount which is less than: \$\_\_\_\_\_ (specify amount).
- (c) ☐ **Qualified Roth distribution.** A distribution from a Participant's Roth Deferral Account may only be made if the distribution is a qualified distribution within the meaning of Code §402A(2)(d).
- (d) ☐ **No hardship distribution from Roth Account.** If hardship distributions are permitted from Elective Deferrals, only Pre-Tax Elective Deferrals may be distributed.
- (e) ☐ **Describe other conditions:** \_\_\_\_\_

[Note: An Employer's election under Election 41(e) must: (i) be objectively determinable; (ii) not be subject to Employer discretion; and (iii) not permit an "early" distribution of any Restricted 403(b) Accounts. See Section 6.02(E).]

42. **JOINT AND SURVIVOR ANNUITY REQUIREMENTS (6.04).** The joint and survivor annuity distribution requirements of Section 6.04 do not apply unless otherwise elected below (Choose (a) only if the Employer wishes to follow the Joint and survivor annuities rules to which the plan would otherwise not be subject.):

- (a) ☐ **Joint and survivor annuity applicable.** Section 6.04 applies to all Participants (if selected, then annuities are a form of distribution under the Plan even if 39(b)(4) is not selected):
- One-year marriage rule.** Under Section 6.04(H) (Choose (1) or (2)):
- (1) ☐ **Applies.** The one-year marriage rule applies.
- (2) ☐ **Does not apply.** The one-year marriage rule does not apply.

**ARTICLE 7  
ADMINISTRATIVE PROVISIONS**

43. **PLAN LOANS (7.06).** The Employer makes the following elections regarding Plan Loans (*Choose (a) or (b).*):

- (a) ☐ **No Loans.** Plan loans are not permitted.
- (b) ☒ **Loans allowed.** Plan loans are permitted subject to limitations of the Investment Arrangement Documentation.

44. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** The Employer makes the following elections regarding rollover contributions, other than in-plan Roth rollovers (*Choose (a) or (b).*):

- (a) ☐ **No Rollover.** Rollover Contributions are not permitted into the Plan.
- (b) ☒ **Rollovers allowed.** The Plan Administrator may accept Rollover Contributions into the Plan subject to Investment Arrangement Documentation, and Plan terms and policies.

**ARTICLE 10  
MULTIPLE EMPLOYER PLAN**

45. **MULTIPLE EMPLOYER PLAN (10.01/10.02/10.03).** The Employer makes the following elections regarding the Plan's Multiple Employer Plan status and the application of Article 10 (*Choose (a) or (b).*):

- (a) ☒ **Not applicable.** The Plan is not a Multiple Employer Plan and Article 10 does not apply.
- (b) ☐ **Applies.** The Plan is a Multiple Employer Plan and the Article 10 Effective Date is: \_\_\_\_\_. The Employer makes the following additional elections (*Choose (1) or (2).*):
  - (1) ☐ **Participating Employer may modify.** See Section 10.03. A Participating Employer in the Participation Agreement may modify Adoption Agreement elections applicable to each Participating Employer (including electing to not apply Adoption Agreement elections) as follows (*Choose a. or b.; choose c. if applicable.*):
    - a. ☐ **All.** May modify all elections.
    - b. ☐ **Specified elections.** May modify the following elections: \_\_\_\_\_ (*specify by election number*).
    - c. ☐ **Restrictions.** May modify subject to the following additional restrictions: \_\_\_\_\_.  
(*Specify restrictions. Any restrictions must be definitely determinable and may not violate Code §413 or the regulations thereunder.*)
  - (2) ☐ **Participating Employer may not modify.** See Section 10.03. A Participating Employer in the Participation Agreement may not modify any Adoption Agreement elections.

[*Note: The Participation Agreement must be consistent with this Election 45(b). Any Participating Employer election in the Participation Agreement which is not permitted under this Election 45(b) is of no force or effect and the applicable election in the Adoption Agreement applies. The IRS has not reviewed the provisions of Article 10, and the Employer cannot rely on the Advisory Letter with regard to the validity of these provisions.*]



**Plan Execution**Employer: Downey Unified School District

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
*[print representative name/title]*

Vendor: \_\_\_\_\_

*[vendor signature is optional]*

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the basic plan document referenced by its document number on Adoption Agreement page one.

**Execution for Page Substitution Amendment Only.** If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) \_\_\_\_\_ effective \_\_\_\_\_, by substitute Adoption Agreement page number(s) \_\_\_\_\_. The Employer should retain all Adoption Agreement Execution Pages and amended pages.

**Volume Submitter Practitioner.** The Volume Submitter Practitioner identified on the first page of the basic plan document will notify all adopting Employers of any amendment to this Volume Submitter Plan or of any abandonment or discontinuance by the Volume Submitter Practitioner of its maintenance of this Volume Submitter Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Practitioner of any change in address or contact information. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Volume Submitter Practitioner no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Volume Submitter Plan, the Volume Submitter Practitioner's intended meaning of any Plan provisions or the effect of the Advisory Letter issued to the Volume Submitter Practitioner, please contact the Volume Submitter Practitioner at the following address and telephone number:

Name: SchoolsFirst Plan Administration, LLCAddress: 15222 Del Amo AveTustin California 92780Telephone: (800) 462-8328 x4727

**APPENDIX A  
SPECIAL RETROACTIVE OR PROSPECTIVE EFFECTIVE DATES**

**SPECIAL EFFECTIVE DATES (1.23).** The Employer elects or does not elect Appendix A special Effective Date(s) as follows. *(Choose (a) or one or more of (b) through (q).):*

*[Note: If the Employer elects (a), do not complete the balance of this Appendix A]*

(a) ☒ **Not applicable.** The Employer does not elect any Appendix A special Effective Dates.

*[Note: The Employer may use this Appendix A to specify an Effective Date for one or more Adoption Agreement elections which does not correspond to the Plan's new Plan or Restated Plan Effective Date under Election 5. As to Restated Plans, for periods prior to: (i) the below-specified special Effective Date(s) or (ii) the Restated Plan's general Effective Date under Election 5, as applicable, the Plan terms in effect prior to its restatement under this Adoption Agreement control for purposes of the designated provisions.]*

- (b) ☐ **Contribution Types (1.12).** The Contribution Types under Election(s) 6 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (c) ☐ **Excluded Employees (1.35).** The Excluded Employee provisions under Election(s) 7 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (d) ☐ **Compensation (1.11).** The Compensation definition under Election(s) \_\_\_\_\_ *(specify 8 - 10 as applicable)* are effective: \_\_\_\_\_.
- (e) ☐ **Hour of Service/Elective Service Crediting (1.40/1.66(A)).** The Hour of Service and/or elective Service crediting provisions under Election(s) \_\_\_\_\_ *(specify 11 - 12 as applicable)* are effective: \_\_\_\_\_.
- (f) ☐ **Eligibility (2.01-2.03).** The eligibility provisions under Election(s) \_\_\_\_\_ *(specify 14 - 17 as applicable)* are effective: \_\_\_\_\_.
- (g) ☐ **Mandatory Employee Contributions (3.04(A)(3)).** The Mandatory Employee Contribution provisions under Election 18 are effective: \_\_\_\_\_.
- (h) ☐ **Elective Deferrals (3.02(A)-(F)).** The Elective Deferral provisions under Election(s) \_\_\_\_\_ *(specify 19 - 21 as applicable)* are effective: \_\_\_\_\_.
- (i) ☐ **Matching Contributions (3.03).** The Matching Contribution provisions under Election(s) \_\_\_\_\_ *(specify 22 - 23 as applicable)* are effective: \_\_\_\_\_.
- (j) ☐ **Nonelective Contributions (3.04).** The Nonelective Contribution provisions under Election(s) \_\_\_\_\_ *(specify 25 - 27 as applicable)* are effective: \_\_\_\_\_.
- (k) ☐ **Allocation conditions (3.06).** The allocation conditions under Election(s) \_\_\_\_\_ *(specify 28 - 29 as applicable)* are effective: \_\_\_\_\_.
- (l) ☐ **Forfeitures (3.07).** The forfeiture allocation provisions under Election 30 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (m) ☐ **In-Plan Roth Rollovers (3.08(E)).** The In-Plan Roth Rollover provisions under Election 31 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (n) ☐ **Employee Contributions (3.09).** The Employee Contribution provisions under Election 32 \_\_\_\_\_ are effective: \_\_\_\_\_.
- (o) ☐ **Vesting (5.03).** The vesting provisions under Election(s) \_\_\_\_\_ *(specify 34 - 38 as applicable)* are effective: \_\_\_\_\_.
- (p) ☐ **Distributions (6.01, 6.03 and 6.04).** The distribution elections under Election(s) \_\_\_\_\_ *(specify 39 - 42 as applicable)* are effective: \_\_\_\_\_.
- (q) ☐ **Special Effective Date(s) for other elections *(specify elections and dates)*:** \_\_\_\_\_.



## APPENDIX B BASIC PLAN DOCUMENT OVERRIDE ELECTIONS

**BASIC PLAN OVERRIDES.** The Employer elects or does not elect to override various basic plan provisions as follows (*Choose (a) or choose one or more of (b) through (i).*):

[*Note: If the Employer elects (a), do not complete the balance of this Appendix B.*]

(a) ☐ **Not applicable.** The Employer does not elect to override any basic plan provisions.

[*Note: The Employer at the time of restating its Plan with this Adoption Agreement may make an election on Appendix A (Election (q)) to specify a special Effective Date for any override provision the Employer elects in this Appendix B. If the Employer, after it has executed this Adoption Agreement, later amends its Plan to change any election on this Appendix B, the Employer should document the Effective Date of the Appendix B amendment on the Execution Page or otherwise in the amendment.*]

(b) ☐ **Definition (Article 1) overrides.** (*Choose one or more of (1) through (5) if applicable.*):

(1) ☐ **Compensation Overrides.** (*Choose one or more of a., b., and c.*):

- a. ☐ **W-2 Compensation exclusion of paid/reimbursed moving expenses (1.11(B)(1)).** W-2 Compensation excludes amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that, at the time of payment, it is reasonable to believe that the Employee may deduct these amounts under Code §217.
- b. ☐ **Alternative (general) 415 Compensation (1.11(B)(4)).** The Employer elects to apply the alternative (general) 415 definition of Compensation in lieu of simplified 415 Compensation.
- c. ☐ **Inclusion of Deemed 125 Compensation (1.11(C)).** Compensation under Section 1.11 includes Deemed 125 Compensation.

(2) ☐ **Treatment of Differential Wage Payments (1.11(L)).** In lieu of the provisions of Section 1.11(L), the Employer elects the following (*Choose one or more of a., b., c., and d.*):

- a. ☐ **Effective date.** The inclusion is effective for Plan Years beginning after \_\_\_\_\_ (*may not be earlier than December 31, 2008*).
- b. ☐ **Elective Deferrals only.** The inclusion only applies to Compensation for purposes of Elective Deferrals.
- c. ☐ **Not included.** The inclusion does not apply to Compensation for purposes of any Contribution Type.
- d. ☐ **Other:** \_\_\_\_\_  
(*specify other Contribution Type Compensation which includes Differential Wage Payments*)

(3) ☐ **Alternate Definition of Disability (1.19).** Disabled means \_\_\_\_\_.

(4) ☐ **Inclusion of Reclassified Employees (1.35(D)).** The Employer for purposes of the following Contribution Types, does not exclude Reclassified Employees (or the following categories of Reclassified Employees): \_\_\_\_\_ (*specify Contribution Types and/or categories of Reclassified Employees*).

(5) ☐ **Transition Rules (1.35(F)).** The following transition rules related to eligibility to make elective deferrals do not apply: \_\_\_\_\_.

(c) ☐ **Participation (Article 2) overrides.** The Plan disregards Service following a Separation from Service or Break in Service, as follows: \_\_\_\_\_;  
(*specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §410(a)(5)(C) or the rule of parity under ERISA §202(b)(4).*)

(d) ☐ **Contribution/allocation (Article 3) overrides.** (*Choose one or more of (1) through (6) if applicable.*):

(1) ☐ **Roth overrides.** (*Choose one or more of a. through e.*):

- a. ☐ **Treatment of Automatic Deferrals as Roth Deferrals (3.02(B)).** The Employer elects to treat Automatic Deferrals as Roth Deferrals in lieu of treating Automatic Deferrals as Pre-Tax Deferrals.
- b. ☐ **In-Plan Roth Rollovers limited to In-Service only (3.08(E)(2)(a)).** Only Participants who are Employees may elect to make an In-Plan Roth Rollover Contribution.
- c. ☐ **Vested In-Plan Roth Rollovers (3.08(E)(2)(b)).** Distributions related to In-Plan Roth Rollovers may only be made from accounts which are fully Vested.
- d. ☐ **Source of In-Plan Roth Rollover Contribution (3.08(E)(3)(b)).** The Plan permits an In-Plan Roth Rollover only from the following qualifying sources (*Choose one or more.*):
  - (i) ☐ Elective Deferrals
  - (ii) ☐ Matching Contributions

- (iii) ☐ Nonelective Contributions
  - (iv) ☐ Rollovers
  - (v) ☐ Transfers
  - (vi) ☐ Other: \_\_\_\_\_  
(specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
- e. ☐ **No transfer of loans.** Loans may not be distributed as part of an In-Plan Roth Rollover Contribution. (if not selected, any loans may be transferred)
- (2) ☐ **Short Plan Year or allocation period (3.06(B)(1)(c)).** Instead of pro-rata based on days, the Plan Administrator (Choose a. or b.):
- a. ☐ **No pro-rata.** Will not pro-rate Hours of Service in any short allocation period.
  - b. ☐ **Pro-rata based on months.** Will pro-rate any Hour of Service requirement based on the number of months in the short allocation period.
- (3) ☐ **Limited waiver of allocation conditions for rehired Participants (3.06(G)).** The allocation conditions the Employer has elected in the Adoption Agreement do not apply to rehired Participants in the Plan Year they resume participation, as described in Section 3.06(G).
- (4) ☐ **HEART Act continued benefit accrual (3.10(K)).** The Employer elects to apply the benefit accrual provisions of Section 3.10(K).
- (5) ☐ **Matching on Pre-entry Deferrals (3.03(A)).** Instead of disregarding pre-entry deferrals, the Plan Administrator will take Elective Deferrals into account in computing Matching Contributions, even if the deferrals were made before the Participant became eligible for the match.
- (6) ☐ **Classifications allocation formula (3.04(B)(3)).** If a Participant shifts from one classification to another during a Plan Year, the Plan Administrator will apportion the Participant's allocation during that Plan Year (Choose a., b. or c.):
- a. ☐ **Months in each classification.** Pro rata based on the number of months the Participant spent in each classification.
  - b. ☐ **Days in each classification.** Pro rata based on the number of days the Participant spent in each classification.
  - c. ☐ **One classification only.** The Employer will direct the Plan Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
- (e) ☐ **Testing (Article 4) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **First few weeks rule for Code §415 testing Compensation (4.05(D)(1)).** The Plan applies the first few weeks rule in Section 4.05(F)(1).
  - (2) ☐ **Code §415 (Article 4) override (4.02(D), (F)).** Because of the required aggregation of multiple plans, to satisfy Code §415, the following overriding provisions apply: \_\_\_\_\_  
(Specify such language as necessary to satisfy Code §415, e.g., the Employer will reduce Annual Additions to this plan before reducing Annual Additions to other plans.)
- (f) ☐ **Vesting (Article 5) overrides.** (Choose one or both of (1) and (2) if applicable.):
- (1) ☐ **Alternative separate account vesting formula (5.03(C)(2)).** The Employer elects the alternative vesting formula described in Section 5.03(C)(2).
  - (2) ☐ **Vesting exclusions (5.06(D)).** For purposes of determining vesting, the Plan disregards Service following a Separation from Service or Break in Service, or Forfeiture Break in Service as follows: \_\_\_\_\_  
(specify conditions in a manner that is definitely determinable and precludes Employer discretion. This could include the one year hold-out Break in Service rule under Code §411(a)(6)(B) or the rule of parity under Code §411(a)(6)(D)).
- (g) ☒ **Distribution (Article 6) overrides.** (Choose one or more of (1) through (6) if applicable.):
- (1) ☒ **Restriction on In-Service Distributions of Rollovers/Employee Contributions (6.01(D)(5)).** In lieu of permitting a Participant to receive a distribution of Rollover Contributions and Employee Contributions at any time, a distribution may only be made in accordance with the following (Choose one or more of a. through e.):
    - a. ☐ **Not permitted.** In-service distributions of Rollover Contributions and Employee Contributions are not permitted.
    - b. ☒ **Deferrals.** Under the same provisions which apply to Elective Deferrals.
    - c. ☐ **Match.** Under the same provisions which apply to Matching Contributions.
    - d. ☐ **Nonelective.** Under the same provisions which apply to Nonelective Contributions.
    - e. ☐ **Other:** \_\_\_\_\_



[Note: The Employer under this Election (g)(1)e. in Appendix B may describe restrictions on In-Service Distributions of Rollover Contributions and Employee Contributions using the options available for In-Service Distributions under Election 40 and/or a combination thereof as to all Participants or as to any Participant group. An Employer's election under Election (g)(1)e. in Appendix B must: (i) be objectively determinable and (ii) not be subject to Employer discretion.]

(2) ☐ **Elections related to In-Plan Roth Rollovers (6.01(D)(7)).** (Choose one or both of a. and b.):

- a. ☐ **In-Service Roth Rollover events.** The Employer elects to permit In-Service Distributions under the following conditions solely for purposes of making an In-Plan Roth Rollover Contribution (Choose one or more of (i) through (iv); Choose (v) if applicable.):

- (i) ☐ **Age.** The Participant has attained age \_\_\_\_\_.  
 (ii) ☐ **Participation.** The Participant has \_\_\_\_\_ months of participation (specify minimum of 60 months). Section 6.01(C)(4)(a)(ii).  
 (iii) ☐ **Seasoning.** The amounts being distributed have accumulated in the Plan for at least \_\_\_\_\_ years (at least 2). See Section 6.01(C)(4)(a)(i).  
 (iv) ☐ **Other** (describe): \_\_\_\_\_.  
 (must be definitely determinable and not subject to Employer discretion (e.g., age 50, but only with respect to Nonelective Contributions, and not Matching Contributions))

[Note: Regardless of any election above to the contrary, In-Plan Roth Rollover Contributions are not permitted from a Participant's Elective Deferral Account prior to age 59 1/2.]

- (v) ☐ **Distribution for withholding.** A Participant may elect to have a portion of the amount that may be distributed as an In-Plan Roth Rollover Contribution distributed solely for purposes of federal or state income tax withholding related to the In-Plan Roth Rollover Contribution.

- b. ☐ **Minimum amount.** The minimum amount that may be rolled over is \$\_\_\_\_\_.

(3) ☐ **Pre-2009 Annuity Contracts (6.01(D)(9)).** The special in-service distribution rules for pre-2009 annuity contracts will not apply.

(4) ☐ **Annuity Distributions (6.04).** (Choose one or both of a. and b.):

- a. ☐ **Modification of QJSA (6.04(A)(3)).** The Survivor Annuity percentage will be \_\_\_\_\_. (Specify a percentage between 50% and 100%).  
 b. ☐ **Modification of QPSA (6.04(B)(2)).** The QPSA percentage will be \_\_\_\_\_. (Specify a percentage between 50% and 100%).

(5) ☐ **Alternate Domestic Relations Procedure (6.05(D)).** The Plan will apply the alternate domestic relations procedure in Section 6.05(D).

(6) ☐ **Replacement of \$5,000 amount (6.09).** All Plan references (except in Section 3.02(D)) to "\$5,000" will be \$\_\_\_\_\_. (Specify an amount less than \$5,000.)

(h) ☒ **Administrative overrides (Article 7).** (Choose one or more of (1) through (8) if applicable.):

(1) ☐ **Automatic revocation of spousal designation (7.05(A)(1)).** The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

(2) ☐ **Limitation on frequency of Beneficiary designation changes (7.05(A)(4)).** Except in the case of a Participant incurring a major life event, a period of at least \_\_\_\_\_ must elapse between Beneficiary designation changes. (Specify a period of time, e.g., 90 days OR 12 months.)

(3) ☐ **Definition of "spouse" (7.05(A)(5)).** The following definition of "spouse" applies: \_\_\_\_\_ (Specify a definition.)

[Note: This definition shall apply for all Plan purposes other than Section 6.02 related to required minimum distributions, and Sections 6.04 and 7.05(A)(3) related to QJSAs, QPSAs, and related spousal rights. For example, the selected definition will apply to the determination of default beneficiary designations.]

(4) ☐ **Administration of default provision; default Beneficiaries (7.05(C)).** The following list of default Beneficiaries will apply: \_\_\_\_\_ (Specify, in order, one or more Beneficiaries who will receive the interest of a deceased Participant.)

(5) ☐ **Subsequent restoration of forfeiture-sources and ordering (7.07(A)(3)).** Restoration of forfeitures will come from the following sources, in the following order \_\_\_\_\_ (Specify, in order, one or more of the following: Forfeitures, Employer Contribution, Earnings.)

(6) ☒ **State law (7.09(H)).** The law of the following state will apply: California (Specify one of the 50 states or the District of Columbia, or other appropriate legal jurisdiction, such as a territory of the United States or an Indian tribal government.)

- (7) ☐ **Fee Recapture Account (7.04(D)).** The Plan Administrator will allocate excess funds in the Fee Recapture Account as follows: *(Choose a., b. or c.)*
- ☐ Each Participant Account will receive an allocation based on the funds in which that Account was invested and the revenue sharing rates associated with those funds.
  - ☐ The excess funds will be allocated pro rata based on account balance.
  - ☐ The excess funds will be allocated per capita among Participants with Account Balances greater than zero, without regard to the amount of the Account Balance.
- (8) ☐ **Limitation to spouse (7.05(A)(3)).** The limitation on the designation of nonspousal beneficiaries described in Section 7.05(A)(3) applies. *(Do not make this election if the Employer has elected to apply the joint and survivor annuity rules in Election 42.)*
- (i) ☐ **Transfer overrides (Article 9).** *(Choose one or more of (1) through (3) if applicable.):*
- ☐ **Exchanges within Plan (9.06(B)(1)).** In lieu of Section 9.06(B)(1) permitting transfers to (and only to) other Investment Arrangements then authorized to receive ongoing contributions under the Plan (i.e., payroll slot Vendors), the following applies *(Choose a., b. or c.):*
    - ☐ The Plan does not provide for or permit such exchanges.
    - ☐ The Plan provides for and permits such exchanges, to any other Investment Arrangements under the Plan.
    - ☐ The Plan provides for and permits such transfers under the following circumstances: \_\_\_\_\_.
  - ☐ **Contract exchange to Vendor which is not part of Plan (9.06(B)(3)).** In lieu of Section 9.06(B)(3), permitting exchanges of investment arrangements described in section 9.06(B)(3), the following applies *(Choose a., b. or c.):*
    - ☐ The Plan does not provide for or permit such exchanges.
    - ☐ The Plan provides for and permits such exchanges in the Plan Administrator's discretion, which shall be exercised in accordance with Section 9.06(B)(3).
    - ☐ The Plan provides for and permits such exchanges, subject to Section 9.06(B)(3), under the following circumstances: \_\_\_\_\_.
  - ☐ **Plan-to-Plan Transfers (9.06(B)(2)).** In lieu of Section 9.06(B)(2) which does not permit or provide for such transfers to this Plan, the Plan allows transfers to this Plan as elected below *(Choose a., b., c. or d. if applicable):*
    - ☐ The Plan allows such transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers to other Plans in addition to permitting transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers to other Plans but does not permit or provide for such transfers to this Plan.
    - ☐ The Plan provides for and permits such transfers under the following circumstances: \_\_\_\_\_.
- Eligible Employees.** If a., b., c. or d. is selected, such transfers are allowed for all Eligible Employees unless otherwise elected below *(Choose e., f. or g. if applicable):*
- ☐ current employees only.
  - ☐ current and former Employees.
  - ☐ only if the Employee is part of a class of Employees whose assets are being transferred as a result of a merger or acquisition.



**APPENDIX C**  
**TABLE I: ACTUARIAL FACTORS**  
UP-1984, Without Setback

Number of years from attained age at the end of Plan Year until <u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
0	8.458	8.196	7.949
1	7.868	7.589	7.326
2	7.319	7.027	6.752
3	6.808	6.506	6.223
4	6.333	6.024	5.736
5	5.891	5.578	5.286
6	5.480	5.165	4.872
7	5.098	4.782	4.491
8	4.742	4.428	4.139
9	4.412	4.100	3.815
10	4.104	3.796	3.516
11	3.817	3.515	3.240
12	3.551	3.255	2.986
13	3.303	3.014	2.752
14	3.073	2.790	2.537
15	2.859	2.584	2.338
16	2.659	2.392	2.155
17	2.474	2.215	1.986
18	2.301	2.051	1.831
19	2.140	1.899	1.687
20	1.991	1.758	1.555
21	1.852	1.628	1.433
22	1.723	1.508	1.321
23	1.603	1.396	1.217
24	1.491	1.293	1.122
25	1.387	1.197	1.034
26	1.290	1.108	0.953
27	1.200	1.026	0.878
28	1.116	0.950	0.810
29	1.039	0.880	0.746
30	0.966	0.814	0.688
31	0.899	0.754	0.634
32	0.836	0.698	0.584
33	0.778	0.647	0.538
34	0.723	0.599	0.496
35	0.673	0.554	0.457
36	0.626	0.513	0.422
37	0.582	0.475	0.389
38	0.542	0.440	0.358
39	0.504	0.407	0.330
40	0.469	0.377	0.304
41	0.436	0.349	0.280
42	0.406	0.323	0.258
43	0.377	0.299	0.238
44	0.351	0.277	0.219
45	0.327	0.257	0.202

*Note:* A Participant's Actuarial Factor under Table I is the factor corresponding to the number of years until the Participant reaches Normal Retirement Age under the Plan. A Participant's age as of the end of the current Plan Year is age on the Participant's last birthday. For any Plan Year beginning on or after the Participant's attainment of Normal Retirement Age, the factor for "zero" years applies.

APPENDIX C  
**TABLE II: ADJUSTMENT TO ACTUARIAL FACTORS FOR NORMAL RETIREMENT AGE  
 OTHER THAN 65**  
 UP-1984  
 Without Setback

<u>Normal Retirement Age</u>	<u>7.50%</u>	<u>8.00%</u>	<u>8.50%</u>
55	1.2242	1.2147	1.2058
56	1.2043	1.1959	1.1879
57	1.1838	1.1764	1.1694
58	1.1627	1.1563	1.1503
59	1.1411	1.1357	1.1305
60	1.1188	1.1144	1.1101
61	1.0960	1.0925	1.0891
62	1.0726	1.0700	1.0676
63	1.0488	1.0471	1.0455
64	1.0246	1.0237	1.0229
65	1.0000	1.0000	1.0000
66	0.9752	0.9760	0.9767
67	0.9502	0.9518	0.9533
68	0.9251	0.9274	0.9296
69	0.8998	0.9027	0.9055
70	0.8740	0.8776	0.8810
71	0.8478	0.8520	0.8561
72	0.8214	0.8261	0.8307
73	0.7946	0.7999	0.8049
74	0.7678	0.7735	0.7790
75	0.7409	0.7470	0.7529
76	0.7140	0.7205	0.7268
77	0.6874	0.6942	0.7008
78	0.6611	0.6682	0.6751
79	0.6349	0.6423	0.6494
80	0.6090	0.6165	0.6238

**Note:** Use Table II only if the Normal Retirement Age for any Participant is not 65. If a Participant's Normal Retirement Age is not 65, adjust Table I by multiplying all factors applicable to that Participant in Table I by the appropriate Table II factor.



# APPENDIX D

[Note: The Employer may modify this Appendix without the need of a Plan amendment.]

## INVESTMENT ARRANGEMENTS (8.01).

(a) ☒ The Employer will remit contributions (including deferrals) to the following Vendors and Investment Arrangements:

1. Refer to www.403Compare.com - Annuity Contracts and Custodial Accounts
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(b) ☐ The following Vendors and/or Investment Arrangements were previously approved for the receipt of Plan contributions but are not currently approved:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

(c) ☒ The plan has entered into Information Sharing Agreements with the following Vendors and their products are approved for Contract exchanges under Section 9.06(B)(3):

1. Refer to www.403Compare.com - Annuity Contracts and Custodial Accounts
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

ADMINISTRATIVE FUNCTION DELEGATION. The administrative functions listed below are delegated as shown. *[Make at least one selection for each item below.]*

	Employer	Plan Administrator	Vendor	Other (Specify)
a. Determining employee eligibility to participate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
b. Determine participant vested percentages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
c. Determining whether deferrals comply with plan limits and are correctly calculated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
d. Determining accuracy of matching contributions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
e. Determining whether hardship distributions and loans (if any) comply with plan requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
f. Make determinations regarding rollovers and transfers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
g. Determining the status of domestic relations orders	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
h. Determining whether the plan complies with Code §403(b), taking into account the rules concerning Related Employers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
i. Determining employer status (e.g., type of employer, related employer status)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
j. Remitting contributions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
k. Delivery of participant notice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
l. Maintain employee records	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
m. Review and process claims	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
n. Communication with vendor(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
o. Describe: _____ <i>[On line o. enter other delegated functions and the parties to whom they are delegated, or specify restrictions which apply to one or more functions (e.g., the Vendor will determine if a participant qualifies for a hardship distribution but the Plan Administrator will determine whether loans exceed Code limitations).]</i>				

Effective Date of this Appendix D: 07/01/2012



**403(b) ADOPTION AGREEMENT  
ADMINISTRATIVE PROCEDURES ADDENDUM**

*The following are optional administrative provisions. The Plan Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.*

AP1. **PLAN LOAN PROVISIONS (7.06).** **Note:** For plans subject to ERISA, the loan program required by the DOL will override any inconsistent selections made below. *(Complete this question only if loans to Participants are permitted (i.e., if option 43(b) of the Adoption Agreement has been selected). Choose all that apply*

- (a) ☒ **Limitation of Loan Amount.** A Participant *(Choose (1) or (2))*:
- (1) ☒ May not borrow less than \$1,000 in any single loan.
- (2) ☐ May not borrow less than \$\_\_\_\_\_ (not more than \$1,000) in any single loan.
- (b) ☐ **Loan Interest Rate.** The interest rate on a Plan loan will be a commercially reasonable rate established by the Administrator unless this option (b) is selected *((Choose (1) or (2))*:
- (1) ☐ **Prime plus.** Fixed at \_\_\_\_\_% *(insert percentage)* above Wall Street Journal's published prime rate.
- (2) ☐ **Specified rate:** \_\_\_\_\_.
- (c) ☒ **Home loan term.** The Plan does not permit the term of a loan to exceed 5 years unless this option (c) is selected. If selected, the maximum loan term for a loan used to acquire a Participant's principal residence will be *(Choose (1) or (2))*:
- (1) ☐ up to 15 years.
- (2) ☒ up to 30 years.
- (d) ☐ **Leaves of absence.** The Plan does not suspend loan payments for any leave of absence unless selected below. If selected, a loan may be suspended for a period of up to one year following an approved leave of absence, or, in the case of a military leave of absence up to the length of military leave. The Plan Administrator will allow suspense of loan payments for the following reasons *(Choose one or more of (1)(a) and (2)(a))*:
- (1) ☐ **Military**
- a. ☐ A Participant may suspend loan payments for military leave.
- (2) ☐ **Non-military**
- a. ☐ A Participant may suspend loan payments for non-military leave.
- (e) ☒ **Loan payments.** Loans are repaid by (if left blank, then payroll deduction applies unless a Participant is not subject to payroll):
- (1) ☐ payroll deduction for those Participants who are on the Employer's payroll
- (2) ☒ ACH (Automated Clearing House)
- (3) ☒ check
- a. ☐ Only for prepayment
- (f) ☐ **Refinancing.** Loan refinancing is not permitted unless option (1) is selected.
- (1) ☐ **Loan refinancing is permitted.** A refinance for purposes of the limit on number of loans is *(Choose a. or b.)*:
- a. ☐ Not treated as an additional loan.
- b. ☐ Treated as an additional loan.
- (g) ☐ **Purpose** *(Choose (1) or (2))*:
- (1) ☐ Any reasonable purpose.
- (2) ☐ May not borrow except for: \_\_\_\_\_
- (h) ☒ **Account ordering.** Loan will come first from (Roth, pre-tax deferrals or other accounts): *(Choose (1) through (3))*:
- (1) ☒ Participant's choice.
- (2) ☐ Plan Administrator's choice.
- (3) ☐ As follows:
- a. ☐ first: \_\_\_\_\_
- b. ☐ second: \_\_\_\_\_
- c. ☐ third: \_\_\_\_\_
- (i) ☐ **Directed/general Plan investment** *(Choose (1) or (2))*:
- (1) ☐ Directed.
- (2) ☐ General.
- (j) ☐ **Charges.** *(Choose (1) or (2))*:
- (1) ☐ apply to borrower's account.
- (2) ☐ apply to overall Plan or Employer pays.

- (k) ☐ **Loan acceleration.** Upon the following (*Choose one or more of (1) and (2)*):
- (1) ☐ Separation/severance. Not applicable to parties in interest (if Plan is subject to ERISA). All outstanding loan balances will become due and payable in their entirety upon severance of employment unless directly rolled over (if otherwise permitted) to another employer's plan.
  - (2) ☐ Plan termination.
- (l) ☒ **Loan Default.** (*Choose one or more of (1) through (3)*):
- (1) ☒ Grace period. (*Choose a. or b.*):
    - a. ☒ Maximum grace period applies.
    - b. ☐ No grace period.
  - (2) ☐ Includes false statements
  - (3) ☒ No new loan if (*Choose a. or b.*):
    - a. ☐ Current default.
    - b. ☒ Current or prior default.
- (m) ☒ **Terminated employees.** Loans to terminated employees (*Choose (1) or (2)*):
- (1) ☐ are allowed
  - (2) ☒ are not allowed
- (n) ☐ **Limit on number of loans.** There is no limit on the number of outstanding loans a Participant may have unless this option (n) is selected (*Choose (1) or (2)*):
- (1) ☐ One
  - (2) ☐ Specify: \_\_\_\_\_
- (o) ☐ **Limitation on sources.** A Participant may only take a loan from the accounts attributable to the following accounts subject to limitations of the Investment Arrangement Documentation: (*Choose one or more of (1) through (8) as applicable.*)
- (1) ☐ Pre-Tax Elective Deferrals
  - (2) ☐ Roth Elective Deferrals
  - (3) ☐ Matching Contributions (including any Safe Harbor Matching Contributions and Additional Matching Contributions)
  - (4) ☐ Nonelective Contributions (including any Safe Harbor Nonelective Contributions)
  - (5) ☐ Rollovers
  - (6) ☐ Mandatory Employee Contributions
  - (7) ☐ Employee (after-tax) Contributions
  - (8) ☐ Describe: \_\_\_\_\_ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion; i.e., Unmatched Elective Deferrals.)

AP2. **PARTICIPANT DIRECTION OF INVESTMENT (7.03(B)).** The Plan permits Participant direction of investment unless selected below (*Choose one of (a) or (b); choose c. or d. if applicable*):

- (a) ☐ **Does not permit.** The Plan does not permit Participant direction of investment of any Account.
- (b) ☒ **Permitted.** The Plan permits Participant direction of investments.

**Options** (If direction of investments is permitted, select all that apply; leave blank if none apply)

- (c) ☐ **ERISA Section 404(c).** It is intended that the Plan comply with ERISA Section 404(c) with respect to the Accounts subject to Participant investment directions.
- (d) ☐ **QDIA.** Plan will include a qualified default investment alternative.

AP3. **ELECTIVE DEFERRAL PROCEDURES.** Participants may commence Elective Deferrals on the effective date of participation.

**Subsequent elections.** Participants may modify or make new Elective Deferral elections:

- (a) ☒ as of each payroll period
- (b) ☐ on the first day of each month
- (c) ☐ on the first day of each Plan Year quarter
- (d) ☐ on the first day of the Plan Year or the first day of the 7th month of the Plan Year
- (e) ☐ other: \_\_\_\_\_ (must be at least once each calendar year)

**Irregular pay (e.g., bonuses).** Unless the Administrator has implemented separate procedures or selected below, a Participant is permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will not apply to such irregular pay.

- (f) ☒ A Participant's existing Elective Deferral election will apply to irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes) unless the Participant makes a different Elective Deferral election for such irregular pay.
- (g) ☐ A Participant is not permitted to make a separate Elective Deferral election for irregular pay and the Participant's existing Elective Deferral election will apply to such irregular pay (provided such irregular pay is Compensation for Elective Deferral purposes).



**Escalation** (leave blank if not applicable)

- (h) ☐ Include option on Elective Deferral Agreement for Participants to elect to automatically escalate an Affirmative Election in accordance with the following:

**Escalation amount.** A Participant's Affirmative Election will increase by:

- (1) ☐ \_\_\_\_\_ % of Compensation

a. ☐ up to a maximum of \_\_\_\_\_ % of Compensation (leave blank if no limit)

- (2) ☐ other: \_\_\_\_\_

**Timing of escalation.** The escalation will apply as of:

- (3) ☐ first day of each Plan Year

- (4) ☐ anniversary of date of participation

- (5) ☐ other: \_\_\_\_\_

**Suspended Elective Deferrals.** If a Participant's Elective Deferrals must be suspended pursuant to a provision of the Plan (e.g., due to a safe harbor hardship distribution or distribution due to military leave covered by the HEART Act), then a Participant is deemed to have made as of the date the suspension period begins, an Affirmative Election to have no Elective Deferrals made to the Plan unless otherwise selected below.

- (i) ☐ the Participant's Affirmative Election will resume after the suspension period.

- (j) ☒ the Participant is deemed to have no Affirmative Election after the suspension period (e.g., for purposes of applying any Automatic Deferral provisions).

**Lapse of Affirmative Elections.** Affirmative Elections will remain in effect until revoked or modified by a Participant unless selected below.

- (k) ☐ Affirmative Elections lapse at the end of each Plan Year.

- AP4. **BENEFICIARY HARDSHIP DISTRIBUTION.** Hardship distributions for the qualifying expenses of a Participant's Beneficiary (Section 6.07(C)) are not permitted unless selected below:

- (a) ☒ Hardship distributions for the qualifying needs of the Participant's Beneficiary are permitted.

- AP5. **ROLLOVER CONTRIBUTIONS (3.08, 7.04(A)(1)).** *(Complete this question only if 44(b) has been selected)*

**Eligibility.** Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable)

- (a) ☐ From pre-participation Eligible Employees.

- (b) ☐ From Participants who are Former Employees.

**Source.** Rollovers will be accepted from the following *(Choose all that apply)*:

- (c) ☒ Eligible 403(b) plans.

- (d) ☒ Eligible 401(a) plans (including a 401(k) plan).

- (e) ☒ Eligible 457(b) plans of governmental employers.

- (f) ☒ IRAs.

**AFFILIATION AGREEMENT  
BETWEEN  
PASADENA AREA COMMUNITY COLLEGE DISTRICT  
AND  
DOWNEY UNIFIED SCHOOL DISTRICT**

This Affiliation Agreement is made and entered into as of this 1st day of August, 2019 by and between the PASADENA AREA COMMUNITY COLLEGE DISTRICT, a public entity, hereinafter referred to as PACCD, and DOWNEY UNIFIED SCHOOL DISTRICT, 11627 Brookshire Avenue, Downey, California 90241, hereinafter referred to as DUSD.

Whereas, the PACCD has approved a Speech-Language Pathology Assistant Program for the PACCD and such program provides in its curriculum a program for the education of Speech-Language Pathology Assistants;

Whereas, it is to the mutual benefit of the parties hereto that students of the PACCD's Speech-Language Pathology Assistant Program use the supervised facilities of the DUSD for clinical field work practice;

Whereas, DUSD has agreed to make its facility available to PACCD for such purposes.

Now, therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**1. RESPONSIBILITIES OF PACCD.**

- a. **Clinical Program.** PACCD shall be responsible for the implementation and operation of the clinical component of its Speech-Language Pathology Assistant Program at DUSD, which program shall be approved in advance by DUSD. Such responsibilities shall include, but not be limited to, the following:
  - i. designation of students to be enrolled in the program;
  - ii. orientation of students to the clinical experience at DUSD;
  - iii. provision of classroom theory and practical instruction to students prior to their clinical assignments at DUSD;
  - iv. preparation of student/patient assignments and rotation plans for each student and coordination of same with DUSD;
  - v. continuing oral and written communication with DUSD regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - vi. supervision of students and their performance at DUSD as agreed between PACCD and DUSD before each course;
  - vii. participation, with the students, in DUSD's Quality Assurance and related programs; performance of such other duties as may from time to time be agreed to between PACCD and DUSD.
- b. All students, faculty, employees, agents and representatives of PACCD participating in the program at DUSD shall be accountable to the DUSD's Administrator.
- c. **Insurance.** PACCD shall maintain for itself and shall provide to the program participants or require that program participants obtain and maintain appropriate general and



professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs.

- d. **Health of Participants.** PACCD shall provide to DUSD satisfactory evidence (i.e., test results from student's health records) that each program participant is free from contagious disease and does not otherwise present a health hazard to DUSD patients, employees, volunteers or guests prior to his or her participation in the program. Such evidence shall include without limitation the results of a recent tuberculin skin test and physical examination and evidence of immunity from rubella and measles. PACCD and/or program participant shall be responsible for arranging the program participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the program at DUSD. In no event shall DUSD be financially or otherwise responsible for said medical care and treatment.
- e. **Performance of Services.** All faculty provided by PACCD shall be duly licensed, certified or otherwise qualified to participate in the program at DUSD. PACCD shall have a specially designated staff for the performance of the services specified herein. PACCD and all program participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of DUSD and any rules and regulations of PACCD as may be in effect from time to time. Neither PACCD nor program participant shall interfere with or adversely affect the operation of DUSD or the performance of services therein.
- f. **OSHA Compliance.** PACCD will provide training to its program participants regarding exposure to bloodborne pathogens consistent with the final regulations issued by the Occupational Safety and Health Administration, under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including but not limited to responsibility as "the school" to provide all program participants with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program participant should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. PACCD's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations. DUSD acknowledges and agrees that DUSD is under no obligation to provide OSHA training to students or other program participants who are not otherwise employees of the DUSD.

## **2. Responsibilities of DUSD.**

- a. DUSD shall accept the students assigned to the program by PACCD and cooperate in the orientation of all program participants to UNIFIED. DUSD shall furnish appropriate facilities and assure adequate number of staff for the program. DUSD shall coordinate PACCD's rotation and assignment schedule with its own schedule and those of other educational institutions. DUSD shall at all times retain ultimate control of the DUSD and responsibility for patient care.



- b. Upon the request of PACCD, DUSD shall assist PACCD in the evaluation of each program participant's performance in the program. However, PACCD shall at all times remain solely responsible for the evaluation and grading of program participants.
- c. **Student Statements.** DUSD shall require each program participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.
- d. DUSD will provide physical facilities, staff and equipment necessary to adequately operate the program. DUSD shall agree to comply with federal, state, and local laws regarding confidentiality of student records. DUSD will provide the program participants with copies of the DUSD pertinent rules and regulations prior to the beginning of the program. If the student is presented with a preceptor provided by DUSD, DUSD shall be responsible for the day to day supervision of student.

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

- a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the DUSD or the PACCD.
- b. Any courtesy appointments to faculty or staff by either the PACCD or the DUSD shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

- a. DUSD may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.
- b. DUSD may request PACCD to withdraw or dismiss a student or other program participant from the program at DUSD when his or her clinical performance is unsatisfactory to DUSD or his or her behavior, in DUSD's discretion, is disruptive or detrimental to DUSD and/or its patients. In such event, said program participant's participation in the program shall immediately cease. Subject to the provisions of paragraph 4(a) above, it is understood that only PACCD can dismiss the program participant from the program at the DUSD.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the PACCD nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the DUSD. In no event shall the Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. PACCD shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No program participant shall look to DUSD for any salaries, insurance or other benefits.

6. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the program.



7. **Confidentiality.** PACCD and its agents, students, faculty, representatives, and employees agree to keep strictly confidential and hold in trust all confidential information of DUSD and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of DUSD. PACCD shall not disclose the terms of this agreement to any person who is not a party to this agreement, except as required by law or as authorized by DUSD. Unauthorized disclosure of confidential information or of the terms of this agreement shall be a material breach of this agreement and shall provide the DUSD with the option of pursuing remedies for breach, or, notwithstanding any other provision of this agreement, immediately terminating this agreement upon written notice to the PACCD.
8. **FERPA.** “FERPA” means the Family Educational Rights and Privacy Act. The Parties recognize that they are, wherever applicable, bound to comply with FERPA in their handling of education records of any Student that may be enrolled in any District program related to this Agreement.
- a. **Access Need.** The Parties understand and recognize that each Party’s employees and agents need access to educational records that the other Party maintains in properly administering any duties and obligations to Student(s).
  - b. **Duty to Orient.** Each Party thoroughly must orient its employees and agents of its obligations under FERPA and strictly maintain its practices according to that act’s requirements.
  - c. **Disclosure.** “Outsider” means any person or entity not a Party to this Agreement.
    - i. **To Third Party.** Before authorizing any further disclosure of Student’s educational records to any Outsider, a Party must receive the other Party’s permission; and obtain assurances that the Outsider fully has complied with FERPA.
    - ii. **Redisclosure.** A Party has authority to redisclose Student’s educational records to the Outsider only if the Outsider does no further disclosure.
9. **HIPAA Compliance.** Wherever applicable, each of the parties hereby represents and warrants and covenants that it is presently taking and will continue to take all actions necessary to assure that it shall, on or before each applicable compliance date and continuously thereafter, comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder.
10. **Term; Termination.**
- a. The term of this agreement shall be August 1, 2019 through June 30, 2022 unless terminated earlier pursuant to Section 8.b.



- b. Except as otherwise provided herein, either party may terminated this agreement at any time without cause upon at least ninety (90) days' prior written notice, provided that all students currently enrolled in the program at DUSD at the time of notice of termination shall be given the opportunity to complete their clinical program at DUSD, such completion not to exceed three (3) months.

11. **Entire Agreement.** This agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this agreement.

12. **Severability.** If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this agreement.

14. **No Waiver.** Any failure of a party to enforce that party's right under any provision of this agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

15. **Governing Law.** This agreement shall be governed and construed in accordance with the laws of the State of California.

16. **Assignment; Binding Effect.** PACCD shall not assign or transfer any of its rights, duties or obligations under this agreement, in whole or in part, without the prior written consent of DUSD. This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

17. **Hold Harmless and Indemnification Clause.** The PACCD agrees to indemnify and hold harmless the DUSD, its officers, agents and employees from any claim, demand or judgment arising out of any activities performed by the PACCD, its officers, agents or employees under the agreement excepting any liability arising out of the sole negligence of the DUSD.

The DUSD agrees to indemnify and hold harmless the PACCD, its Board of Trustees, officers, agents and employees from any claim, demand or judgment arising out of any activities performed by the DUSD, its officers, agents or employees under this agreement excepting any liability arising out of the sole negligence of the PACCD.

18. **Notices.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:



**To DUSD:**

Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
Attn: Ana Thorne

**To PACCD:**

Pasadena Area Community College District  
Speech-Language Pathology Assistant Program, CA 342  
1570 East Colorado Boulevard  
Pasadena, California 91106-2003  
Attn: Beverley Dunbar

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as set forth below.

**-DUSD-**

**-PACCD-**

**DOWNEY UNIFIED SCHOOL DISTRICT**

**PASADENA AREA COMMUNITY  
COLLEGE DISTRICT**

By \_\_\_\_\_

Print  
Name Alyda R. Mir

Title Assistant Superintendent, Certificated H.R.

Date \_\_\_\_\_

By \_\_\_\_\_

Print  
Name Michael Bush, Ed.D.

Title Assistant Superintendent/Vice President  
of Business and Administrative Services

Date \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of  
experience in evaluation and treatment of students of

**DOWNEY UNIFIED SCHOOL DISTRICT**

(DUSD), the undersigned and his/her heirs, successors and/or assigns do hereby  
covenant and agree to assume all risks of, and be solely responsible for any injury or loss  
sustained by the undersigned while participating in the Program operated by Pasadena  
Area Community College District (PACCD) at DUSD unless such injury or loss arises  
solely out of the DSUD's gross negligence or willful misconduct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness



## EXHIBIT B

### CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Agreement between the Pasadena Area Community College District (PACCD) and the DOWNEY UNIFIED SCHOOL DISTRICT (DUSD), to keep confidential any information regarding DUSD's students, as well as all confidential information of DUSD. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of DUSD except as required by law or as authorized by DUSD.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Program Participant

\_\_\_\_\_  
Witness

## **INTERNSHIP AFFILIATION AGREEMENT**

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of August 13, 2019 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Downey Unified School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Responsibilities of University.**

- 1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.
- 1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.
- 1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.
- 1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.
- 1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.
- 1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

### **2. Responsibilities of Facility.**

- 2.1. Learning Environment. The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to



students at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to student care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

- 2.2. **Responsible for Students.** The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for student care should not diminish or preclude opportunities for interns to undertake student care duties under appropriate supervision.
- 2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of participating interns by completing and returning in a timely fashion University-provided evaluation forms.
- 2.4. **Orientation.** The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.
- 2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.
- 2.6. **Emergency Care.** In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.
- 2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.
- 2.8. **Liability Insurance.** If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.
- 2.9. **Claims.** The Facility will provide written notification to the University promptly if a claim arises involving an intern.
- 2.10. **Incidents.** The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

### **3. Mutual Responsibilities.**

- 3.1. **Collaboration.** The Parties will work together to maintain a high quality educational environment where student care is paramount. At the request of either Party, a meeting



environment where student care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-  
Name: Lacie Peterson  
Phone Number: 435-797-4230  
Email: [dietetic.internship@usu.edu](mailto:dietetic.internship@usu.edu)

Facility-  
Name:  
Phone Number:  
Email:

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

- 3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.
- 3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and student care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.
- 3.4. Expenses. Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.
- 3.5. Non-Discrimination. Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.
- 3.6. Compliance with the Law. The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.
4. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.
5. **Employment Disclaimer.** Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will



not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

- 6. Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

**7. Miscellaneous**

- 7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.
- 7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.
- 7.3. **Governmental Immunity.** Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.
- 7.4. **Notice.** Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during



properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-  
Utah State University Dietetic Internship  
920 W. Levoy Drive  
Taylorsville, Utah 84123  
435-797-4230  
email: [dietetic.internship@usu.edu](mailto:dietetic.internship@usu.edu)

Facility-  
Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
email: [dblack@dusd.net](mailto:dblack@dusd.net)

- 7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.
- 7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.
- 7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.
- 7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.
- 7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

STATE UNIVERSITY

By:   
Print Name: Lacie Peterson  
Title: Dietetic Internship Director  
Date: August 22, 2019

UTAH FACILITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





## **INTERNSHIP AFFILIATION AGREEMENT**

THIS INTERNSHIP AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of August 13, 2019 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Downey Unified School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's dietetic interns.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **1. Responsibilities of University.**

1.1. Intern Preparation. The University will use reasonable efforts to prepare interns selected for participation in the internship.

1.2. Education Responsibility. The University will retain general responsibility for the education of its interns. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the internship. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the internship.

1.3. Confidentiality. The University will advise all interns assigned to the Facility regarding the confidentiality of Facility's student records and/or information, including confidentiality duties associated with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The University will also advise all interns that confidentiality duties are ongoing.

1.4. Compliance. The University will advise interns that they are required to comply with Facility dress codes, rules, regulations, and procedures.

1.5. Performance Evaluations. If requested by the Facility, the University will provide instruction via its online training materials and resources to the Facility's staff with respect to the performance evaluation of all the interns at the Facility.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance





provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for its interns with limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

## **2. Responsibilities of Facility.**

2.1. Learning Environment. The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for participating interns. Therefore, the Facility will provide interns with access to appropriate resources for intern education including: a) access to students at the Facility in an appropriately supervised environment, in which the intern can complete the University's curriculum; b) intern security badges or other required security access to student care areas; c) access and required training for interns in the proper use of electronic records or paper charts, as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to call rooms, if necessary.

2.2. Responsible for Students. The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of interns insofar as their presence and internship assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for student care should not diminish or preclude opportunities for interns to undertake student care duties under appropriate supervision.

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2.4. Orientation. The Facility will provide for the orientation of interns as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the participating interns.

2.5. Supervision. The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of interns participating in the internship.

2.6. Emergency Care. In the event an intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such interns to the nearest emergency facility. The intern will be responsible for any charges thus generated.

2.7. Student Records. Facility, its employees, agents and representatives shall maintain in confidence intern files and personal information and limit access to only those Facility employees or agents with a need to know. Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in the





educational records of the intern(s) who participate in the internship to the extent that access to the records is required by Facility to carry out the internship.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving an intern.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving an intern, the Facility may restrict or remove such intern from the situation or restrict such intern to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

### **3. Mutual Responsibilities.**

3.1. Collaboration. The Parties will work together to maintain a high quality educational environment where student care is paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-  
Name: Lacie Peterson  
Phone Number: 435-797-4230  
Email: [dietetic.internship@usu.edu](mailto:dietetic.internship@usu.edu)

Facility-  
Name:  
Phone Number:  
Email:

The coordinator may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist interns in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the intern.

3.3. Intern Removal. The Facility may request the removal of any intern whom the Facility determines is not performing in accordance with its applicable administrative and student care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why Facility desires to have the intern removed. The intern must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any intern who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the intern would no longer be appropriate. The University will notify the Facility if such action is required.





3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. **Term and Termination.** This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, interns scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled internship at Facility.

5. **Employment Disclaimer.** Participation in the internship will not afford interns status as employees or agents of the Facility or University for any purpose. The Parties agree that interns will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any intern of the University. The Parties agree that in compliance with HIPAA, if an intern has access to protected health information of the Facility, then such intern shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. **Liability.** Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. **Miscellaneous**

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and





Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-  
Utah State University Dietetic Internship  
920 W. Levoe Drive  
Taylorsville, Utah 84123  
435-797-4230  
email: [dietetic.internship@usu.edu](mailto:dietetic.internship@usu.edu)

Facility-  
Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241  
email: [dblack@dusd.net](mailto:dblack@dusd.net)



7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.

7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

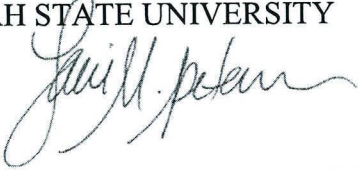
7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

By:   
Print Name: Lacie Peterson  
Title: Dietetic Internship Director  
Date: August 22, 2019

FACILITY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Downey Unified School District  
Downey Family YMCA  
Amendment to Lease Agreement**

THIS AGREEMENT, made this 18th day of June 2019, by and between Downey Family YMCA and Downey Unified School District will amend the Lease Agreement as follows:

WHEREAS, Downey Family YMCA will be using rooms as noted at the following Downey Unified School District school sites for the YMCA Child Care program effective August 14, 2019.

Gallatin Elementary School	2 rooms
Imperial Elementary School	1 room
Price Elementary School	2 rooms
Rio San Gabriel Elementary School	2 rooms
Rio Hondo Elementary School	1 room

WHEREAS, The total monthly lease rate for eight rooms on Downey Unified School sites used by the YMCA Child Care Program will be \$5,620. (\$702.50 per room) effective September 1, 2019.

WHEREAS, The YMCA will pay rent to maintain the space year-round. Downey Unified School District will provide the YMCA access to restrooms located near program space. These restrooms will be maintained by the school district. Carpet cleaning will be provided per school district timeline. All utilities will be included in the monthly rent costs.

WHEREAS, The YMCA will provide the District with evidence of coverage for General Liability, the District, its officers, agents, employees and volunteers will be named as an additional insured to the General Liability program and a separate endorsement issued as evidence.

WHEREAS, This Agreement may be renewed annually upon written consent of both parties.

WHEREAS, I, the undersigned have read and agree to the conditions listed on the aforementioned Lease Amendment.

Signed:                     

Name: Mark Dengler

Title: EVP + COD

Date: 8/19/19

Signed:                     

Name: Christina Aragon

Title: Associate Superintendent  
Business Services  
Downey Unified School District

Date:

**GRANT SUB-AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
DOWNEY UNIFIED SCHOOL DISTRICT**

This grant sub-agreement (hereinafter "Agreement") is entered into on this 15th day of July, 2019, between Rancho Santiago Community College District (hereinafter "RSCCD") and **Downey Unified School District** (hereinafter "SUBCONTRACTOR"). RSCCD and SUBCONTRACTOR may be referred to individually as a "Party" and collectively as the "Parties" in this Agreement.

WHEREAS, RSCCD was selected to serve as the Fiscal Agent for the K12 Strong Workforce Program Pathway Improvement funds for Los Angeles and Orange Counties, (hereinafter "Grant") from the California Community Colleges Chancellor's Office, Workforce and Economic Development Division, hereinafter "Prime Sponsor," to sub-grant and contract with Local Educational Agencies to implement career education, K-12 to community college pathway improvement projects that connect to in-demand, high-wage occupations in the region; and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees; and

WHEREAS, SUBCONTRACTOR has agreed to participate in the purpose of the Grant according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties hereby agree as follows:

**ARTICLE I**

1. Statement of Work

SUBCONTRACTOR agrees to perform the work in the Scope of Work (*Exhibit A*) approved by the PRIME SPONSOR, which by reference is incorporated into this Agreement. SUBCONTRACTOR agrees to comply with all provisions, to perform all work as set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2019 through December 31, 2021.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$4,341,773.

4. Budget

SUBCONTRACTOR agrees that expenditure of funds under this Agreement will be in accordance with the Scope of Work (*Exhibit A*) submitted by the SUBCONTRACTOR and approved by the PRIME SPONSOR and/or RSCCD, as appropriate, which by reference is



incorporated into this Agreement. Modifications to the budget are allowed without prior approval, as long as the total dollar amount is not affected and the outcomes of the Agreement will not be materially affected.

5. Payment and Invoicing

Payment to the SUBCONTRACTOR shall be based on an advanced payment of 80% and a progress payment of 20%. Payment is contingent upon approval by the PRIME SPONSOR. Payment will not exceed the amount listed above under Article I.3. "Total Costs".

SUBCONTRACTOR must submit invoices for payment via email to [Santoyo\\_Sarah@rsccd.edu](mailto:Santoyo_Sarah@rsccd.edu), and copy Maria Gil ([Gil\\_Maria@rsccd.edu](mailto:Gil_Maria@rsccd.edu)) in the email. The subject line of the invoice should be as follows: "INVOICE\_K12SWP\_PI\_Subcontractor Name."

6. Reporting

SUBCONTRACTOR will provide reports as requested or required by the PRIME SPONSOR, in a timely manner. RSCCD will provide report requirements and instructions to the SUBCONTRACTOR.

7. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

8. Modifications

If the SUBCONTRACTOR wishes to make substantial changes to the scope of work, then a revised scope of work that describes the requested changes and their impact to the budget and outcomes must be submitted to RSCCD and approved by the PRIME SPONSOR. Substantial changes are those that would represent a significant deviation from the approved scope of work and would lead to different outcomes or fall outside of the generally understood purpose of the use of the funds. Changes in methods of implementation (i.e., the means by which the approved scope of work is implemented) or movement between budget line items would not be considered substantial changes, and would not require prior approval.

9. Time Extensions

SUBCONTRACTOR must spend all of the funds allocated through this Agreement within the timeframe of the Agreement.

10. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

11. Subcontract Assignment

Unless specifically noted in the Scope of Work (*Exhibit A*), none of the duties of, or work to be performed by, SUBCONTRACTOR under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by the PRIME SPONSOR. No subcontract or assignment shall terminate or alter the legal obligation of SUBCONTRACTOR pursuant to this Agreement. SUBCONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with state guidelines. Upon request, SUBCONTRACTOR shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval that relate to this Agreement.

12. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

13. Audit

SUBCONTRACTOR agrees that RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the PRIME SPONSOR, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to the performance of this Agreement.

14. Mutual Indemnification

Both Parties to this Agreement shall agree to defend, indemnify, and hold harmless the other Party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying Party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

15. Termination

Either Party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other Party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the Parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of SUBCONTRACTOR expenditures, and



inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination, and RSCCD will reimburse SUBCONTRACTOR for costs incurred up to the termination date.

**16. Disputes**

In the event of a dispute between the Parties, the aggrieved Party shall notify the other Party and provide a detailed description of the alleged problem. The Parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the Parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD and/or the PRIME SPONSOR. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBCONTRACTOR. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBCONTRACTOR a written request to appeal said decision. Pending final decision of the appeal, SUBCONTRACTOR shall act in accordance with the written decision of RSCCD or the PRIME SPONSOR, whichever is the final arbiter of the dispute. The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the PRIME SPONSOR, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

**17. Notices**

All notices, reports and correspondence between the Parties hereto respecting this Agreement shall be via email or deposited in the United States Mail addressed as follows:

**RSCCD:      Primary Contact:**  
Rancho Santiago Community College District  
Sarah Santoyo  
2323 N. Broadway, Suite 201  
Santa Ana, CA 92706  
(714) 480-7466; [santoyo\\_sarah@rsced.edu](mailto:santoyo_sarah@rsced.edu)

**Fiscal Representative:**  
Rancho Santiago Community College District  
Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services  
2323 North Broadway, Ste. 404-1  
Santa Ana, CA 92706  
(714) 480-7340, [hardash\\_peter@rsced.edu](mailto:hardash_peter@rsced.edu)

**SUBCONTRACTOR:**

**Primary Contact:**

Name: John Harris  
Title: Director, College and Career  
Readiness  
Address: Downey Unified School District  
11627 Brookshire Ave.  
Downey, CA 90241  
Phone: (562) 469-6577  
Email: jharris@dusd.net

**Fiscal Representative:**

Name: Andrea Iacovitti  
Title: Assistant Director, Budget &  
Finance  
Address: Downey Unified School District  
11627 Brookshire Ave.  
Downey, CA 90241  
Phone: (562) 469-6625  
Email: aiacovitti@dusd.net

**18. Total Agreement**

This Agreement, together with the attachments hereto, expresses the total understanding of both Parties. There are no oral understandings of the Parties or terms and conditions other than as are stated herein. SUBCONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

**19. Amendments**

This Agreement may be modified or revised at any time by the Parties as long as the amendment is made in writing and signed by an authorized official of both Parties.

**ARTICLE II**

**1. Legal Terms and Conditions**

This Agreement will be implemented in accordance with the conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Education Code Part 54.5 Strong Workforce Program Section 88827), as set forth and incorporated into this Agreement by reference. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed. SUBCONTRACTOR agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations.

**2. Assurances**

By signing this Agreement the Parties certify that they comply with the legal requirements regarding Standards of Conduct, Workers' Compensation Insurance, Participation in Grant-



Funded Activities, the Nondiscrimination Clause, Accessibility for Persons with Disabilities, and Drug-Free Workplace Certification.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that both Parties have signed the Agreement.

RANCHO SANTIAGO COMMUNITY  
COLLEGE DISTRICT

SUBCONTRACTOR: Downey Unified  
School District

By:

Name:

  
Peter J. Hardash

Vice Chancellor

Title:

Business Operations/Fiscal Services

Date:

8/1/19

Board Approval Date: July 17, 2019

By:

Name:

\_\_\_\_\_

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

95-6006586

Employer/Taxpayer Identification Number (EIN)

List of Exhibits

Exhibit A: K-12 SWP Pathway Improvement Project Plan (certified)

Exhibit B: Intent to Award Memo from the Chancellor's Office

Exhibit C: K-12 SWP Pathway Improvement funds Request for Applications and Program Specifications

Exhibit D: Education Code Part 54.5 Strong Workforce Program, Section 88827



EXHIBIT A:  
K-12 SWP Pathway Improvement  
Project Plan(s) [certified]

## LA-19 Downey USD: Downey MADE Stronger

### Pathway Improvement Summary

#### Summary

**Pathway Improvement Name**

LA-19 Downey USD: Downey MADE Stronger

**Region within which applying**

Los Angeles

**Pathway Improvement Scope**

The proposed Downey MADE Stronger pathway improvement project will focus on creating, supporting, and expanding high-quality career technical education (CTE) programs at the K12 level that are aligned with workforce development efforts occurring through the Los Angeles Regional Strong Workforce Program. This project will leverage and integrate available local, regional, state, and private resources to improve postsecondary and career outcomes for all Downey CTE pathways.

#### Assurances

**Read the legislation**

Yes

**Aligns with LCAP**

Yes

### Lead & Partner Agencies

#### Lead Agency

**Agency Type**

Unified School District

**Agency Name**

Downey Unified

#### Agency Information

**Address**

11627 Brookshire Avenue | Downey, CA | 90241-7017

**Website**

<http://www.dusd.net>

**Region**

Los Angeles

**Community College District**

Cerritos CCD



## Participating Schools

School
Downey High School
Warren High School
Columbus High School
Doty Middle School
Griffiths Middle School
Stauffer Middle School
Sussman Middle School
Alameda Elementary School
Carpenter Elementary School
Gallatin Elementary School
Gauldin Elementary School
Imperial Elementary School
Lewis Elementary School
Old River Elementary School
Price Elementary School
Rio Hondo Elementary School
Rio San Gabriel Elementary School
Unsworth Elementary School
Ward Elementary School
Williams Elementary School
<b>Total ADA (Average Daily Attendance)</b>
11,137.51
<b>Are you part of a rural school district?</b>
No
<b>Financial Contribution</b>
\$9,524,475
<b>In-Kind Match</b>
\$0

**Description of In-Kind Match**

Downey Unified School District provides a total of \$9,524,475 in financial contribution comprising the following sources (separate from DUSD's local CTEIG match): \$9,374,475 local control funding formula (LCFF) apportionments and \$150,000 from Carl D. Perkins CTE Improvement Act.

**Contacts**

Name	Role	Email
John Harris	Project Lead Contact	jharris@dusd.net
Karlin LaPorta	Project Lead Contact	klaporta@dusd.net

**Partner Agencies****Agency Type**

College

**Agency Name**

Cerritos College

**Agency Information****Address**

N/A

**Website**

N/A

**Region**

Los Angeles

**Community College District**

Cerritos CCD

**Total ADA (Average Daily Attendance)**

0

**Financial Contribution**

\$40,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

Financial contribution: \$40,000 to cover the cost of a community college instructor to teach dual enrollment courses for Downey's proposed new CTE pathway courses in Information Technology. The goal is for students to take and pass A+ Certification exam upon pathway completion. In addition, Cerritos College staff time will support new articulation agreements and promote industry-recognized certifications in DUSD's new ICT Game Design and existing Advanced Manufacturing and new Welding pathway.

**Contacts**



Name	Role	Email
Carla Yorke	Contact	cyorke@cerritos.edu
Colleen McKinley	Contact	cmckinley@cerritos.edu

**Agency Type**

College

**Agency Name**

Rio Hondo College

**Agency Information**

**Address**

N/A

**Website**

N/A

**Region**

Los Angeles

**Community College District**

Rio Hondo CCD

**Total ADA (Average Daily Attendance)**

0

**Financial Contribution**

\$50,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

Financial contribution: \$20,000 to provide faculty time to collaborate with DUSD teachers to offer feedback on curriculum development as well as develop articulation agreements; provide opportunities for on-campus career days; identify potential guest speakers; and provide career guidance/mentoring that incorporates updated information in careers in Downey CTE pathways.

**Contacts**

Name	Role	Email
Mike Slavich	Contact	mslavich@riohondo.edu

**Agency Type**

County Office of Education (COE)

**Agency Name**

Los Angeles Co. Office of Education

**Agency Information****Address**

9300 Imperial Highway | Downey, CA | 90242-2890

**Website**

<http://www.lacoe.edu>

**Region**

Los Angeles

**Community College District**

Cerritos CCD

**Total ADA (Average Daily Attendance)**

0

**Financial Contribution**

\$0

**In-Kind Match**

\$0

**Description of In-Kind Match**

See attached letter of commitment.

**Contacts**

Name	Role	Email
Debra Duardo	Contact	<a href="mailto:duardo_debra@lacoe.edu">duardo_debra@lacoe.edu</a>

**Collaborative Partners****Business/Industry/Philanthropic/Other Partners****Collaborative Partnerships**

Cerritos College, in partnership with Downey MADE Stronger, will support new and strengthened pathways in ICT and Advanced Manufacturing and welding, offering dual enrollment in required coursework for DUSD pathway students. Cerritos College offers feedback to teachers on curriculum development and related activities; collaborates with high school teachers in developing new dual enrollment and articulation agreements; identifies potential guest speakers; and provides career guidance/mentoring that incorporates updated information on careers in pathways. Rio Hondo College supports Downey MADE Stronger by opening its campus and faculty members for CTE pathways students, offering feedback to teachers on curriculum development; collaborating with DUSD teachers in developing articulation agreements; providing opportunities for on-campus career days; identifying potential guest speakers; and providing career guidance/mentoring that incorporates updated information in CTE pathways. LA County Office of Education supports Downey MADE Stronger through its Career Pathways Council. LACOE partners with DUSD to align Model CTE standards with Common Core learning; provide technical assistance and CTE support strategies;



offer professional development on CTE best practices; and provide guidance on CTE pathway development and implementation. Cal Poly Pomona, a Hispanic Serving Institution, will continue to support K12 DUSD teacher training for the Femineer Program, and student access to the Femineer Summit and Introduce a Girl to Engineering Day for students, support for Femineer clubs at middle and high schools, industry guest speakers, service-learning experiences, project-based learning, and faculty externships. Southeast Los Angeles County Workforce Development Board (SELACO WDB) is the region's America's Job Centers of America (AJCC) that coordinates industry sector analysis, delivery of employment and training services to support the economy and workforce programs. SELACO WDB is committed to work with DUSD to maintain and improve its strong connection with industry partners to engage students in their journey be 21st Century innovators. SELACO WDB identifies potential opportunities for CTE student job shadowing or internships; helps identify potential employers; identifies local economic needs; assists in career guidance for students with labor market data to support curriculum priorities; and supports the DUSD work-based learning (WBL) opportunities. SELACO WDB assists with planning and coordinating field trips, workshops and speakers bureaus in selected industry sectors. The philanthropic Mary R. Stauffer Foundation is a significant supporter of this Downey MADE Stronger proposal and is committed to helping CTE pathways students achieve their postsecondary and career goals through scholarships and merit awards for approximately 900 DUSD students every year. The Foundation provides and will continue to provide grants to support STEAM CTE pathways across K12. Consulting group Bayha Group is an Earn and Learn provider and will offer 20 DUSD students annually up to 120 hours of paid work experience with local employers over the 2.5 years of this grant. Audiovisual (AV) and Integrated Experience Association (AVIXA) is an international trade association representing the AV industry with more than 5,400 members in 80 countries. AVIXA has been training the AV industry for 80 years, and the group agrees to continue its commitment to DUSD through an established agreement to provide high school students with access to foundational AV skills training, including the AVIXA-recognized AV Technologist certificate. Experiential innovation company Carrot will continue its engagement with Downey K12+ students to encourage excitement in STEAM through 21st Century skills including collaboration, critical thinking and storytelling. Carrot participates in DUSD CTE advisory group meetings and will continue to connect DUSD students to industry leaders through a guest speakers program. 2CPR Group brings extensive experience helping K14+ agencies connect with industry professionals through CTE pathways, build articulation agreements and match educational programming to local labor market needs. 2CPR will identify industry-recognized certification opportunities for DUSD pathways students; connect students with mentoring from industry professionals; and participate in mock interviews for DUSD student WBL programs. SkillsUSA State Director Clay Mitchell and SkillsUSA support Downey MADE Stronger in its efforts for strategic workforce development in high-growth industries. SkillsUSA is a longtime partner with DUSD in maintaining and improving CTE pathways and connecting youth to employers. City of Downey and Mayor Rick Rodriguez support Downey MADE Stronger in furthering workforce opportunities for DUSD students in high-growth industries.

#### Resources and Contributions

Cerritos College Financial contribution: \$40,000 to cover the cost of a community college instructor to teach dual enrollment courses for Downey's proposed new CTE pathway courses in Information Technology, such as CIS 58A PC Operating System A+ Certification and CIS 58B PC Core Hardware A+ Certification. The goal is for students to take and pass the A+ Certification exam upon course completion. In addition, Cerritos College staff time will support new articulation agreements and promote industry-recognized certifications in DUSD's new ICT Game Design and existing Advanced Manufacturing and new Welding pathways. Rio Hondo College Financial contribution: \$20,000 to provide faculty time to collaborate with DUSD teachers to offer feedback on curriculum development as well as develop articulation agreements; provide opportunities for on-campus career days; identify potential guest speakers; and provide career guidance/mentoring that incorporates updated information in careers in Downey CTE pathways. Cal Poly Pomona Financial contribution: \$25,000 per year to continue Cal Poly Pomona's role have faculty and staff support teacher training for the Femineer Program at all DUSD middle and high schools, in addition to opportunities such as the Femineer Summit and Introduce a Girl to Engineering Day for students, support for Femineer clubs at middle and high schools, organize industry guest speakers, coordinate opportunities for student service-learning experiences, offer project-based learning, and provide DUSD faculty externship opportunities throughout the grant. Southeast Los Angeles County Workforce Development Board (SELACO WDB) Financial contribution: \$45,000 per year of the grant for staff time to educate students on the essential skills needed in the workforce, support identification of potential opportunities for student job shadowing or internships; support identification of potential employer partners; assist in identifying needs of local economy; assist in career guidance for students that incorporates labor market information and support coordination of field trips, workshops, and speakers bureaus in the selected industry sectors. Mary R. Stauffer Foundation Financial contribution: An average of \$400,000 per year. The Foundation will provide financial contributions for student scholarships along with school grants to DUSD schools focused on enhancing STEAM and CTE programs for students. Bayha Group Financial contribution: \$108,000 over the 2.5 years of the grant period for Bayha Group's Earn and Learn program, which is \$43,200 annually for 20 DUSD students to participate in paid work experience



and earn \$13.50 per hour for up to 120 hours of work experience with local employers, for a total of \$108,000 to cover student wages and all liability and workers' compensation insurance and administrative costs for the duration of this grant. AVIXA In-Kind contribution: \$30,000 each year of the grant for staff time to collaborate with DUSD to address the AV industry's needs in employees trained in the audiovisual, information technology, and arts/media/entertainment industries within the Creative Economy; provide local and regional collaboration and coordination to promote outreach, recruitment, and meaningful hands-on training opportunities for Downey students; and coordinate tours for students and faculty to visit AVIXA member-worksites and connect with industry professionals. Carrot In-Kind contribution: \$15,000 each year of the grant for the experiential innovation company Carrot and its staff to participate in DUSD CTE advisory group meetings, and support students as they pursue entry into state-approved apprenticeship programs connected to existing Downey pathways and will continue to connect DUSD students to industry leaders through a guest speakers program. 2CPR Group In-Kind contribution: \$15,000 each year of the grant for staff time to identify industry-recognized certification opportunities for DUSD CTE pathways students; coordinate and support student and faculty field trips to industry facilities across pathways; connect students to mentoring opportunities with industry professionals in target areas; recruit and secure industry professionals as guest speakers; and participate in mock interviews for DUSD student work experience programs.

## Southeast Los Angeles County Workforce Development Board

### Agency Type

Workforce Development Board

### Address

10900 E. 183rd St., Suite 350 | Cerritos, CA | 90703

### Financial Contribution

\$45,000

### In-Kind Match

Not Entered

### Description of In-Kind Match

Financial contribution: \$45,000 per year of the grant for staff time to educate students on the essential skills needed in the workforce, support identification of potential opportunities for student job shadowing or internships; support identification of potential employer partners; assist in identifying needs of local economy; assist in career guidance for students that incorporates labor market information and support coordination of field trips, workshops, and speakers bureaus.

## Contacts

Name	Role	Email
Yolanda Castro	Contact	yolandac@selaco.com

## Cal Poly Pomona

### Agency Type

Other

### Address

3801 West Temple Avenue | Pomona, CA | 91768

### Website

www.cpp.edu



**Financial Contribution**

\$25,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

Financial contribution: \$25,000 per year to continue Cal Poly Pomona's role have faculty and staff support teacher training for the Femineer Program at all DUSD middle and high schools along with the Femineer Summit and Introduce a Girl to Engineering Day for students, support for Femineer clubs at middle and high schools, organize industry guest speakers, coordinate opportunities for student service-learning experiences, offer project-based learning, and provide DUSD faculty externships.

**Contacts**

Name	Role	Email
Dr. Kristina Rigden	Contact	karigden@cpp.edu

**Mary R. Stauffer Foundation****Agency Type**

Philanthropic Organization

**Financial Contribution**

\$400,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

Financial contribution: An average of \$400,000 per year. The Foundation will provide financial contributions for student scholarships along with school grants to DUSD schools focused on enhancing STEAM and CTE programs for students. See attached letter of commitment.

**Contacts**

Name	Role	Email
Nancy Swenson	Contact	nswenson@dusd.net

**Bayha Group****Agency Type**

Other

**Address**

7875 Highland Village Pl., Suite B102-383 | San Diego, CA | 92129

**Website**

www.bayhagroup.com

**Financial Contribution**

\$108,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

Financial contribution: \$108,000 over the 2.5 years of the grant period for Bayha Group's Earn and Learn program, which is \$43,200 annually for 20 DUSD students to participate in paid work experience and earn \$13.50 per hour for up to 120 hours of work experience with local employers, for a total of \$108,000 to cover student wages and all liability and workers' compensation insurance and administrative costs for the duration of this grant. See attached letter of commitment.

**Contacts**

Name	Role	Email
June Bayha	Contact	june@bayhagroup.com

**AVIXA****Agency Type**

Industry

**Address**

11242 Waples Mill Road, Suite 200 | Fairfax, CA | 22030

**Website**

avixa.org/foundation

**Financial Contribution**

\$30,000

**In-Kind Match**

Not Entered

**Description of In-Kind Match**

In-Kind contribution: \$30,000 each year of the grant for staff time to collaborate with DUSD to address AV industry's needs in employees trained in the audiovisual, information technology, and arts/media/entertainment industries within the Creative Economy; provide local and regional collaboration and coordination to promote outreach, recruitment, and meaningful hands-on training opportunities for Downey students; and coordinate tours for students and faculty to visit AVIXA member-worksites.

**Contacts**

Name	Role	Email
Joseph Valerio	Contact	jvalerio@avixa.org

**Carrot****Agency Type**



Business

**Financial Contribution**

Not Entered

**In-Kind Match**

\$15,000

**Description of In-Kind Match**

Carrot is an established partner with DUSD and with their in-kind match will continue to participate in advisory meetings to ensure DUSD students meet entry requirements, gain consideration, and are prepared for success in one or more state-approved apprenticeship program(s) connected to Downey's existing CTE pathways in our region; provide opportunities to connect with industry professionals; and connect DUSD to industry leaders as guest speakers as the in-kind match. See attached letter.

**Contacts**

Name	Role	Email
Alan Zack	Contact	alan@gocarrotgo.com

**2CPR Group**

**Agency Type**

Other

**Address**

3066 N Torrey Pine | Orange, CA | 92865

**Website**

2cprgroup.com

**Financial Contribution**

Not Entered

**In-Kind Match**

\$15,000

**Description of In-Kind Match**

2CPR Group with their in-kind match will identify industry-recognized certification opportunities for DUSD CTE pathways students; coordinate and support student and faculty field trips to industry facilities across pathways; connect students to mentoring opportunities with industry professionals in target areas; recruit and secure industry professionals as guest speakers; and participate in mock interviews for DUSD student work experience programs. See attached letter of commitment.

**Contacts**

Name	Role	Email
Sean Glumace	Contact	sean@2cprgroup.com
Angela Allison	Contact	angela@2cprgroup.com

## SkillsUSA

Agency Type  
Other

Financial Contribution  
\$0

In-Kind Match  
\$0

Description of In-Kind Match  
See attached letter of commitment.

### Contacts

Name	Role	Email
Clay Mitchell	Contact	clay.mitchell@skillsusaca.org

## City of Downey

Agency Type  
Community Organization

Address  
11111 Brookshire Ave. | Downey, CA | 90241

Website  
www.downeyca.org

Financial Contribution  
\$0

In-Kind Match  
\$0

Description of In-Kind Match  
See attached letter of commitment.

### Contacts

Name	Role	Email
Rick Rodriguez	Contact	rickr@rmiintl.com

## Statement of Need



## Targeted Industry Sectors

### California Department of Education

- Information & Communication Technologies (CDE)
- Manufacturing & Product Development (CDE)

### Crosswalk California Community Colleges

- Advanced Manufacturing (CCCCO)
- Information & Communication Technologies (ICT)/Digital Media (CCCCO)

## Pathways

### Pathways Chosen

- Information & Communication Technologies: Information Support & Services
- Information & Communication Technologies: Other Information Communication Technology
- Manufacturing & Product Development: Mechanical Systems Installation & Repair
- Manufacturing & Product Development: Welding & Materials Joining

## Description of Need

Describe why the industry sectors and pathways were selected and explain the regional economic need the application will address using economic data and labor market information.

Downey Unified School District (DUSD) sits in southeastern Los Angeles (LA) County and enrolls 3,700+ of its 21,962 students in CTE pathways. While CTE enrollment has grown rapidly in DUSD through state-funded grants over the last 4 years, DUSD has built a program on high aspirations that falls short in responding to local industry needs. DUSD student population is 95% minority—89% identify as Hispanic/Latino and 70% qualify for free-and-reduced price meals. For all the CTE growth, some courses are not aligned to California CTE Model Curriculum Standards and regional connections to community colleges, industry and workforce priorities must be enhanced. Some courses lack a connection to necessary industry certifications to boost students to the next level of postsecondary work and career advancement. The proposed Downey MADE Stronger maps a blueprint for CTE pathways improvement in local priority sectors of Information & Communication Technology (ICT), including gaming technology, and Advanced Manufacturing, based on research and economic and labor market data presented in the LA Regional Plan for the Strong Workforce Program (SWP) 2017 report. In California, several ICT and Manufacturing and Product Development occupations are expected to grow statewide through 2026, including software developers for applications (39%), graphic designers (19%), Web developers (18%), network and computer systems administrators (17%), computer systems analysts (17%) (Labor Market Information, CA EDD, “2016-2026 California Industry/Occupational Employment Matrix”). In the LA/Long Beach/Glendale metropolitan region, Web developers, who generally have associate's degrees, are in the top 10 fastest growing occupations, with a 36% projected increase through 2024 (2014-2024 Labor Market Information, CA EDD, “Local Employment Projections Highlights”). Of 11 major industry sectors the EDD defined for the Los Angeles basin to assess economic growth, the Information sector posted the 4th-highest rate of increase for jobs at 9%. This analysis supported Downey MADE Stronger key partner Southeast Los Angeles County Workforce Development Board (SELACO WDB) in its regional planning over the past 3 years. ICT workforce generates more revenue in LA and Orange counties than anywhere else in California—more than \$20 billion—and ICT occupations span industries as employers seek workers with broader technology skills. Most median wages in the ICT/Digital Media sectors fall above the county's living wage, ranging from \$17.75 to \$56.28 an hour. The LA regional SWP plan lists the ICT sector among five priority or emerging sectors to focus on for job growth, and recommends bolstering the profile of the entertainment industry as the industry ties into careers for both sectors.

[[https://dwmshowcase.com/lmilibrary/documents/dwm\\_sector\\_ict\\_13.pdf](https://dwmshowcase.com/lmilibrary/documents/dwm_sector_ict_13.pdf)]. Another ICT pathway that DUSD will focus on is Games and Simulation. This pathway will provide foundational skills in game design, hardware, graphics and animation, and practical skills in storyboarding, programming techniques and working collaboratively in a team. The LA/Orange County regional



SWP consortia recommend creating a new priority sector for digital media apart from the ICT focus (Jan. 2017 Regional Plan). The new pathway provides a backbone for this strategy in the heart of LA County, focusing on the plan's documented gap in entertainment industry pathways and opportunities for local students. Centers of Excellence determined there is an unmet need for game design and development programs in LA County. Over the next 5 years, the number of jobs for multimedia artists and animators is expected to increase locally by 8%. More importantly, 65% of students in a technical program are employed within 6 months of graduation, and 27% of multimedia artists and animators have some postsecondary coursework but not necessarily degree completion. Manufacturing occupations make up four of the top 20 middle-skill occupations in LA basin, with 6,210 projected openings through 2021 in mobile heavy equipment mechanics (except engines) (SOC 49-3042); industrial machinery mechanics (SOC 49-9041); Computer-Controlled Machine Tool Operators, metal/plastic (SOC 4011); and welders, cutters, solderers and brazers (SOC 51-4121). The 20 occupations on the list account for 21% of all projected new jobs in LA basin. Within another major local occupation, Transportation, Storage and Distribution managers (SOC 11-3071), middle-skill workers with manufacturing backgrounds have transferable skills making them desirable for the projected 1,330 job openings under this occupation. Some related occupations include cutting, punching and press machine setters, operators and tenders, metal and plastic (SOC 51-4031). Downey MADE Stronger prioritizes strategies to properly position DUSD, in support of educational and workforce goals in partnership with other agencies and industries, and in harmony with the LA Regional SWP plan.

**Describe the status of current career technical education courses, course sequences, programs, and/or pathways (or lack thereof) that will be addressed by the Pathway Improvement plan.**

Downey MADE Stronger proposes to develop new pathways in the local priority sectors of Information and Communication Technology, including gaming technology, and enhance the existing Advanced Manufacturing courses into a robust pathway with industry-recognized certification. DUSD has made strong investments in building and maintaining its current 15 CTE pathways: 1) Animation, 2) Dance, 3) Film & Video Production, 4) Photography & Digital Imaging; 5) Construction Technology; 6) Engineering; 7) Principles of Education; 8) Biomedical Science; 9) Culinary Arts; 10) Computer Science; 11) Advanced Manufacturing, 12) Product Design; 13) Law Enforcement, 14) Legal Practices; and 15) Automotive Technology. As the regional SWP report states, articulation and dual enrollment opportunities for high school students with community college courses are key to provide a pipeline of middle-skill workers that employers seek. A cornerstone of this improvement plan is building better and stronger partnerships with three local colleges to work collaboratively and align Downey pathways with modernized course selections at Cerritos and Rio Hondo colleges, and Cal Poly Pomona. That is why Downey will partner with three local colleges to provide dual enrollment opportunities, college and career fairs, mentoring and support services for students transitioning to postsecondary programs and the workplace (see partner contributions). Downey proposes a new CTE pathway in Information and Communication Technologies (ICT). These new courses will include current Cerritos College courses: CIS 58A PC Operating System A+ Certification, and CIS 58B PC Core Hardware A+ Certification. The goal is to develop a new pathway with dual enrollment with Cerritos College so high school students are prepared to take and pass the industry-recognized A+ Certification exam upon course completion, then pursue further postsecondary coursework and find employment in ICT sector jobs. DUSD will further collaborate with partner Cerritos College to ensure that Downey Unified high school students in the Advanced Manufacturing CTE pathway earn the industry-recognized Certified Production Technician+ (CPT) certification through dual-credit opportunities. This certification meets the Manufacturing Skill Standards Council (MSSC) standards. Cerritos College is already a partner in SWP regional planning for engineering design/manufacturing pathways. For students at the District's continuation high school, many of whom are underserved based on socioeconomic status, Downey MADE Stronger will offer a new welding pathway with courses articulated to Cerritos College and the opportunity to earn an American Welding Society Advanced Level Certificate in preparation for the state exam for Certified Welder Licensing. This is significant, as the LA Regional SWP partners and the LA Economic Development Corporation cite welding occupations among the top 20 most promising for growth potential in the LA basin through 2021. Work-based learning (WBL) Districtwide will be expanded to include more externships for faculty who explore possibilities within the new ICT and Advanced Manufacturing CTE pathways. Elementary and middle school students will be engaged more often in STEAM activities through innovation design studios, which promote project-based, hands-on learning. Because math is critical to student success in STEAM disciplines in the long-term, DUSD will hire a math integration teacher to ensure CTE students' math skills are on par to pass certification exams. The improved Districtwide, regionally-focused CTE advisory board will work with industry to create more workplace site visits for students, job shadowing, mentorship, internships and more. This effort goes hand in hand with a new outreach campaign to be led by a specialist who will be charged with engaging students and families, and developing useful materials that clearly show pathways through CTE coursework to certification, postsecondary degrees and high-growth careers. Industry experts will teach in the new pathways, and this proposal provides for professional development to help ease the transition to working with students, and to create sustainability through minimizing faculty turnover. Technical assistance providers will partner with Downey MADE Stronger to work with industry in



identifying appropriate skill sets and collaborating on an evaluation process for this proposal's activities. The goal is to achieve common assessment tools for student success that align with the expectations of local colleges and industry, as noted in the SWP LA Regional Plan. In addition, DUSD's proposal involves hiring new full-time staff dedicated to facilitating regional connections, and formalizing a Districtwide CTE advisory committee that will include all stakeholders, better engage parents and students, and make data-driven decisions based on industry professionals' feedback and standards.

Did you or do you plan to apply for Career Technical Education Incentive Grant funding in 2018-19?

Yes

## Pupil Data

### Race/Ethnicity

- American Indian/Alaska Native
- Asian
- Black or African American
- Filipino
- Hispanic
- Native Hawaiian or Other Pacific Islander
- White
- Two or More Races
- Unknown/Unreported

### Program Type

- All Student Populations

Will this Pathway Improvement serve pupils that have higher than average dropout rates?

Yes

Please specify the dropout rate of the target population.

2%

What grades will this Pathway Improvement serve?

- 7
- 8
- 9
- 10
- 11
- 12

Describe any special considerations associated with serving the targeted pupil populations.

Strategies outlined in this proposal will benefit CTE students from underserved and underrepresented groups. Downey Unified School District (DUSD) is located in southeast Los Angeles County with 21,962 students K-12, and 70% of students qualifying for free and reduced-price meals. Most of Downey's students (95%) are from minority populations, predominantly students who identify as Latino. A total of 38% of DUSD students are English Learners (EL) and Fluent English Proficient (FEP) students

[DataQuest, 2017-18]. Of the 21,962 students, 253 are foster youth. The four-year adjusted cohort graduation rate for 2017-18 is 95% (DataQuest, 2017-18). DUSD currently enrolls 3,717 students in course-sequenced, CTE pathways in high-demand sectors to promote equity and access to all students by eliminating institutional barriers and achievement gaps. The goal is for all students to realize their educational and career aspirations by ensuring that students have an opportunity to participate in any CTE program, activity, and experience offered at elementary, middle, and high schools. The District promotes student-centered delivery of services for all K-14+ college and career pathways, which accommodate multiple entry points to facilitate students' needs to build their skills as they progress along a continuum of education and training, or advance in a sector-specific occupation or industry. DUSD provides additional support and connections to local service providers to address the needs of foster or homeless youth, and youth in or at high-risk to be in the juvenile justice system.

## Pathway Improvement Strategies

### Goals & Priorities

DUSD aligns with 2 of the 9 Doing What Matters Initiative sectors: Advanced Manufacturing & Advanced Technology and Information & Communication Technology (ICT)/Digital Media identified in the 2017 Los Angeles Regional Strong Workforce Program plan. DUSD will strengthen career pathways, expand opportunities for work-based learning, attend to CTE faculty recruitment and professional development, support regional marketing, curriculum alignment, and improve data-informed decision-making.

### Strategy 1. Create New Information Technology Pathway with Dual Enrollment at Cerritos College

#### Summary of Strategy

Downey Unified will collaborate with Cerritos College to create a new Information Technology pathway in Information and Communication Technologies (ICT) with dual enrollment courses leading to industry-recognized A+ Certification in computer skills, postsecondary advancement and careers in IT. The K12 and community college partnership and certification are important stepping stones for future programmers, software developers for applications, multimedia artists, graphic designers, systems security analysts, cyber defense analysts, cyber defense infrastructure support specialists, vulnerability assessment analysts, and cyber defense forensic analysts — all occupations deemed to be expanding in the state and local market in Los Angeles County. Although some technology occupations require more than a middle-skill education, earning college credit while still in high school as proposed in this strategy gives Downey students a boost in their career goals. Upon completion of certification in the pathway, DUSD support staff will guide ICT students toward work-based learning (WBL) opportunities and further postsecondary work to meet regional demand for these workers. The Centers of Excellence predict 4% growth by 2020 with 516 annual job openings for computer programmers in LA County, including the occupations computer programmer analysts, applications developers and JAVA developers, (SOC Code 15-1131). (Prepared by the LA/OC COE for Labor Market Research. Computer Programming. April 2018 <http://coeccc.net/Search.aspx#idDetailPanel>.) All new pathway courses will also include industry sector skills analysis in the curriculum design and adoption along with providing students opportunities to prepare and take exams for relevant industry-recognized credentials or certificates.

#### Activities of the Proposed Strategy

- Career Exploration and Guidance
- Dual Enrollment and/or College Credit
- Industry Sector Skills Analysis
- Industry-recognized Credential or Certificate
- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members
- Soft Skills Contextualized in CTE

#### Detailed Description of the Proposed Strategy

Downey's proposed new CTE courses in the Information Technology pathway in the Information and Communication Technologies (ICT) industry sector aim to align with existing Cerritos College courses including: CIS 58A PC Operating System A+ Certification, and CIS 58B PC Core Hardware A+ Certification with the intention of dual enrollment for DUSD high school students.



The goal is for students to take and pass the A+ Certification exam upon course completion, then pursue further postsecondary coursework and find employment in ICT sector jobs. This strategy includes spending grant funds on computers and new equipment to support students in the ICT sector pathway. The related and booming field of cyber security is a focus of dual enrollment between K12 Downey students and Cerritos College. The college offers an associate's degree in Cybersecurity with required coursework in computer programming, networking fundamentals, and cybersecurity fundamentals, among other courses. The COE highlighted Cybersecurity in 2018 as a high-growth labor field with a 17.9% increase in jobs projected in just one year for System Administrators, and in general a current lack of qualified candidates to meet employer demand. Entry-level wages in cyber security occupations in LA County are between \$19.50 and \$26.90, which is higher than the minimum income standard for living wages for one adult. Experienced workers earn between \$57.56 and \$70.27 an hour. This strategy includes employer speaker series and tours for high schools students, and student entry into the CyberPatriot competition. Cerritos College, in collaboration with Downey Unified School District, will provide financial contribution of \$40,000 over the grant's 2.5 years to cover the cost of a community college instructor to teach these dual enrollment courses.

## **Strategy 2. Create New Art, Business, and Science (ABS) of Game Design pathway in ICT**

### **Summary of Strategy**

DUSD will create the Art, Business and Science (ABS) of Game Design Pathway, leading students to careers as game/simulation designers, game programmers, and game software developers. Mirroring the CDE's ICT pathway standards for Games and Simulation, this pathway will provide foundational skills in game design, hardware, graphics and animation, and practical skills in storyboarding, programming techniques and working collaboratively in a team. The LA/Orange County regional SWP consortia recommend creating a new priority sector for digital media apart from the ICT focus (Jan. 2017 Regional Plan). The new pathway provides a backbone for this strategy in the heart of LA County, focusing on the plan's documented gap in entertainment industry pathways and opportunities for local students. The Centers of Excellence determined there is an unmet need for game design and development programs in LA County. Over the next five years, the number of jobs for multimedia artists and animators is expected to increase locally by 8%. More importantly, 65% of students in a technical program are employed within six months of graduation, and 27% of multimedia artists and animators have some postsecondary coursework but not necessarily degree completion. This distinction creates an ideal scenario for future multimedia artists (SOC Code 27-1014) and video game designers (SOC Code 15-1199.11) to begin their training in a high-quality CTE pathway in DUSD, continue coursework in partnership with Cerritos College, and move into sustainable, well-paid positions in the workforce. (LA/Orange County Center of Excellence for Labor Market Research. Game Design & Development. March 2018 <http://coeccc.net/Search.aspx#idDetailPanel>).

### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Industry Sector Skills Analysis
- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members
- Soft Skills Contextualized in CTE

### **Detailed Description of the Proposed Strategy**

Downey Unified high school students already visit the Blizzard Entertainment corporate campus in nearby Orange County through its existing eSports gaming project. California-based global gaming leader Electronic Arts' Los Angeles campuses surround Downey in Playa Vista, Chatsworth and Pasadena, where job listings regularly seek game design interns, software engineers, programming analysts, developer support analysts, technical animators and more. The pathway will be supported with CTE-credentialed teachers and funding for computers, software, and equipment for pathway courses at each of the District's three high schools: two comprehensive and one continuation campus. Students who complete this pathway will work in careers (including software development, gaming, virtual reality, design and marketing) that are "booming in Los Angeles," according to the SWP Los Angeles Regional Plan (2017). All new pathway courses will also include industry sector skills analysis in the curriculum design and adoption along with providing students opportunities to prepare and take exams for relevant industry-recognized credentials or certificates.

## **Strategy 3. Ensure Industry-Recognized Certification in Advanced Manufacturing Pathway**

### **Summary of Strategy**

DUSD will collaborate and sign new articulation agreements with partner Cerritos College to ensure that Downey Unified high school students in the Advanced Manufacturing CTE pathway earn the industry-recognized Certified Production Technician+



(CPT) certification through dual-credit opportunities. This certification meets the Manufacturing Skill Standards Council (MSSC) standards. Cerritos College is already a partner in SWP regional planning for engineering design/manufacturing pathways. Both DUSD and Cerritos College are linked to the Los Angeles Region of the Centers for Applied Competitive Technologies (CACT), and its special projects, including the Advanced Manufacturing and Engineering Technology Linked Learning (AMETLL) Consortium. All new pathway courses will also include industry sector skills analysis in the curriculum design and adoption along with providing students opportunities to prepare and take exams for relevant industry-recognized credentials or certificates. Labor Market Information data show that the number of jobs for Industrial Maintenance Technicians occupations will increase 3% over the next five years in LA and Orange counties. More than 8,700 job openings will be available annually due to replacement needs. DUSD's partnership with Cerritos College to ensure certification for its high school students in the Advanced Manufacturing CTE pathway is one of several similar connections being made throughout the region. Occupational job listings in growth areas include: Maintenance and repair workers, general (SOC code 49-9071), Industrial Machinery Mechanics (49-9041), and Mechanical Engineering Technicians (17-3027). These are essentially gateway occupations that require a high school diploma and certification, leading to other higher-earning occupations in Industrial Systems Technology.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Dual Enrollment and/or College Credit
- Industry Sector Skills Analysis
- Industry-recognized Credential or Certificate
- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members
- Soft Skills Contextualized in CTE

#### **Detailed Description of the Proposed Strategy**

CPT+ industry certification for Downey Unified high school students will lead to job placement in a high-growth industry and open doors to further postsecondary work to move into higher wage jobs. Manufacturing occupations make up four of the top 20 middle-skill occupations in the LA basin, with 6,210 projected openings through 2021 in mobile heavy equipment mechanics (except engines) (SOC 49-3042); industrial machinery mechanics (SOC 49-9041); Computer-Controlled Machine Tool Operators, metal/plastic (SOC 4011); and welders, cutters, solderers and brazers (SOC 51-4121). The 20 occupations on the list account for 21.2% of all projected new jobs in the LA basin, a significant proportion of the entire workforce for the region. Within another major local occupation, Transportation, Storage and Distribution managers (SOC 11-3071), middle-skill workers with manufacturing backgrounds have transferable skills that make them desirable for one of the projected 1,330 job openings under this occupation. Some of these related occupations include cutting, punching and press machine setters, operators and tenders, metal and plastic (SOC 51-4031). Annual job openings for occupations related to Advanced Manufacturing and Advanced Technology will total 5,800 over the next five years (SWP Regional Plan 2017). Median hourly earnings for workers in this sector range from \$11.45 to \$49.48, and 62 related occupations were tallied in the LA/OC SWP regional plan.

### **Strategy 4. Create New Welding Pathway at Columbus Continuation High School**

#### **Summary of Strategy**

DUSD will add a new Advanced Manufacturing & Advanced Technology or Manufacturing & Product Development: Welding & Materials Joining pathway at Columbus Continuation High School. Students will learn the advanced techniques of Oxy-Acetylene Welding and Shielded Metal Arc Welding, Gas Metal Arc Welding and Gas Tungsten Arc Welding. Students will be able to weld and operate welding machines through instruction in math, blueprints and safety. Once students master these processes, they will work on a variety of projects. Each class is one semester in length. Courses are articulated with Cerritos College for students earning a grade of A or B. Students enrolled in this class can receive an American Welding Society Advanced Level Certificate and prepare for the state exam for Certified Welder Licensing.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Dual Enrollment and/or College Credit
- Industry Sector Skills Analysis
- Industry-recognized Credential or Certificate
- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members



#### **Detailed Description of the Proposed Strategy**

The new pathway courses will articulate to Cerritos College welding courses with a focus on Oxy-Acetylene Welding and Shielded Metal Arc Welding during year one and Gas Metal Arc Welding and Gas Tungsten Arc Welding during year two. Computer-controlled machine tool operators, metal/plastic (SOC 51-4011) and welders, cutters, solderers and brazers (SOC 51-4121) will make up a combined 3,660 new openings through 2021 in the LA basin. Importantly, these occupations are among the top 20 most promising middle-skill occupations in the region. DUSD will use grant funds to attend to the need for recruiting and hiring highly-qualified CTE faculty in the Advanced Manufacturing & Advanced Technology or Manufacturing & Product Development industry sector and providing appropriate onboarding for new CTE teachers, especially if they come from industry and lack classroom teaching experience. All new pathway courses will include industry sector skills analysis in the curriculum design and adoption along with providing students opportunities to prepare and take exams for relevant industry-recognized credentials or certificates.

### **Strategy 5. Expand and Sustain Work-Based Learning Opportunities**

#### **Summary of Strategy**

DUSD proposes expand and sustain work-based learning opportunities for more CTE pathways students while also strengthening career pathways and maximizing sustained industry engagement. DUSD also aims to build upon and sustain the existing Downey MADE Work Experience program that started with California Career Pathways Trust (CCPT) grant funding. In close collaboration with the Southeast Los Angeles County Workforce Development Board (SELACO WDB) and local employers, high school juniors in all CTE pathways at Warren, Downey and Columbus Continuation high schools have an opportunity to participate in the Downey MADE Work Experience program. Participating students attend six, 1-hour career readiness seminars offered after school or during lunch, which focus on: identifying individual strengths; building a strong resume; job interview techniques; mock interviews with local employers; career readiness skills, such as leadership, problem solving, critical thinking, and collaboration; and what to expect in the workplace. Students then interview for local work experience opportunities with identified business and industry partners. In the summer, students work for 100 hours over 6 weeks—often paid—with their business/industry mentor.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Work-based Learning

#### **Detailed Description of the Proposed Strategy**

DUSD will expand work-based learning (WBL) opportunities by recruiting industry partners and inviting K14+ CTE pathway faculty to collaborate on activities for students on all levels of CTE pathways, including: reviewing the knowledge and skill preparation needed for each WBL activity; providing robust assessment and documentation of student performance during the WBL; and coordinating orientations for workplace supervisors and students. Money is included in the budget for student competitions, substitute teachers for CTE teachers attending work-based learning opportunities with students, bus/transportation expenses, and faculty externships over the summer months. This WBL strategy also leverages partner match from Bayha Group as an Earn and Learn provider with funding from SELACO WDB to serve 20 youth in 2019 who are either in the foster care system, or in or at high-risk to be in the juvenile justice system. Participants will earn a minimum of 100 hours of work experience, plus another 20 hours of Transition Age Youth (TAY) Collaborative Curriculum Core Units training in LA County. The project will provide a documented training plan with all assignments tied to WBL.

### **Strategy 6. Expand and Build Upon eSports to Support Careers in Game Design**

#### **Summary of Strategy**

Downey MADE Stronger pathways project will make a significant investment in new computers and equipment for DUSD's popular annual eSports tournament to support students focusing on careers in computer science and the newly proposed pathway in the Art, Business, and Science (ABS) of Game Design. This strategy supports the LA/OC SWP regional plan to fill an unmet middle-skill need in supporting student development toward careers in digital media entertainment, specifically in video game design. Consultants will continue to work with high school students to organize career forums with industry professionals and industry-site visits, and mirror these opportunities for middle school students.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Support Services



- Work-based Learning

#### **Detailed Description of the Proposed Strategy**

DUSD will invest in computers and equipment in order to expand the eSports Tournament to all three Downey Unified high schools, including Columbus Continuation High School. Downey MADE Stronger aims to introduce eSports to four middle schools as a strategic career exploration program into STEAM careers. DUSD will also purchase the necessary computer equipment and partial salary for a computer technician to provide technical support for the 6-week eSports tournament. This proposal provides project management for all aspects of eSports tournament with embedded career exploration with industry professional guest speakers and industry tours.

### **Strategy 7. Build Innovation Design Studios at All Elementary Schools**

#### **Summary of Strategy**

DUSD will expand and enhance hands-on project-based learning (PBL) curricula in kindergarten through grade 5 to give the 8,745 students in Downey elementary schools foundational skills in designing and innovating for the future. Engagement in hands-on activities encourages collaboration and team building skills, and fosters creativity. The elementary school age is the appropriate time to build students' interest in STEAM, especially in math and science and introduce them to robotics, engineering and interdisciplinary learning that combines writing skills with math and science to complete a hands-on project.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Integrated Academic and Career Based Courses
- Soft Skills Contextualized in CTE

#### **Detailed Description of the Proposed Strategy**

This strategy blends the addition of hands-on "innovation design studios" or new technology labs at every elementary school with enhanced professional development for teachers to promote early interest and skills-building across the STEAM spectrum. Students will have the opportunity to engage with technology to build skills for jobs that may not exist yet. To enhance STEAM K-5, DUSD will sustain and build its Robolympics competition where elementary-age students compete in robotics challenges. An employer speaker series and tours are priorities in this strategy beginning as early as kindergarten. This includes professional development for elementary school teachers in coordination with the d.school at Stanford University.

### **Strategy 8. Integrate Mathematics Into CTE Pathways Coursework**

#### **Summary of Strategy**

Downey MADE Stronger proposes to strengthen mathematics across all CTE pathway courses by creating a Math Integration Specialist position who will be responsible for integrating applied math to all CTE courses in DUSD. This person will also spend 50% time as the CTE Coordinator. Having a Math Integration Specialist aligns with the LA/OC SWP regional plan's stated needs to expand the local Science, Technology, Engineering, and Math (STEM) talent pool through strategies that attract more underrepresented students. "...In particular Latino students, because these students will represent the bulk of California's working-age population in the near future. In the 2016-2017 academic year, 74% of LAUSD students identified as Latino. Yet, this group is the least likely to obtain a degree and major in STEM." (SWP LA Regional Plan. LA/OC Regional Consortia. Jan. 2017. p 6.). Downey's students represent this trend, with 89% identifying as Hispanic or Latino (CDE Data Reporting Office/DataQuest). In addition, the CTE Coordinator role is much needed in DUSD to support the Director of College and Career Readiness in implementing high-quality CTE programs at the K12 level aligned to workforce development efforts and regional economic priorities of the LA Regional SWP.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Dual Enrollment and/or College Credit
- Industry Sector Skills Analysis
- Industry-recognized Credential or Certificate
- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members
- Soft Skills Contextualized in CTE



- Support Services
- Work-based Learning

#### **Detailed Description of the Proposed Strategy**

The project will hire a new CTE Coordinator/Math Integration Specialist, who is a teacher on special assignment (TOSA) responsible for integrating core and CTE curriculum, and math integration into CTE along with providing coordination support for all CTE pathways in DUSD with an annual full-time salary and benefits. This CTE Coordinator/Math Integration Specialist will ensure CTE students' math skills are on par to pass articulated and dual enrollment community college courses as well as industry certification exams. The CTE Coordinator/Math Integration Specialist will also coordinate the DUSD CTE advisory board and support CTE students to connect with industry for work-based learning opportunities that include workplace site visits, job shadowing, mentorships, and internships along with support services, coordinating new CTE teacher on-boarding and professional development for new and current CTE teachers. The CTE Coordinator/Math Integration Specialist will work closely with the Director of College and Career Readiness as well as with the technical assistance consultants for industry engagement to build relationships with local employers and also work closely with the technical assistance consultants for data systems to support all required data collection and reporting of the K12 SWP Performance Measure Outcomes. In addition, the CTE Coordinator/Math Integration Specialist will work to engage students and families in a bid to develop useful materials to introduce more students to pathways that lead to articulated or dual enrollment coursework coupled with industry-recognized certification, postsecondary degrees, and high-growth and high-wage careers.

### **Strategy 9. Build Relationship with and Address Needs of Business and Industry**

#### **Summary of Strategy**

Build Downey Unified District's capacity by hiring a technical assistance consultant for industry engagement to continue to work with district and high school administrators to establish and maintain effective working relationships with key employer and business stakeholders, especially in identified priority sectors of Advanced Manufacturing and ICT. The technical assistance consultant for industry engagement will provide training and support DUSD staff to assume responsibilities to recruit, engage and maintain relations with local industry leaders and offer the following industry volunteer opportunities: guest speaker/panelist, mock interviewer, project-based learning judge, host a student at worksite, sponsor a student for work experience placement, offer career guidance, or sponsor a workplace tour. The technical assistance consultant will support DUSD staff to organize and implement key events such as Mock Interview Day, Employer Interviews and the program's Culmination Celebration. In addition, this technical assistance consultant will collaborate with DUSD staff to continue offering career readiness seminars to high school juniors that include either a guest speaker or industry panel aligned with the seminar's focus. Industry guests will be invited to talk about their own career journey, educational background, industry, work environment, required education, and even offer personal and career advice for students.

#### **Activities of the Proposed Strategy**

- Career Exploration and Guidance
- Industry Sector Skills Analysis

#### **Detailed Description of the Proposed Strategy**

The technical assistance consultant for industry engagement will support the Downey MADE Stronger pathways improvement project in oversight and management of ongoing employer and industry engagement across all CTE pathways. The consultant will encourage and support participation from stakeholders across business, community colleges, local 4-year universities, and SELACO WDB, and aligned with the work of the regional LA/OC SWP consortia. DUSD with support from the consultant will recruit, expand, and sustain a robust and purposeful CTE advisory committee to address the needs of all DUSD CTE pathways. Comprising a variety of stakeholders (e.g., industry and labor, secondary and postsecondary leaders, faculty, parents, and students), the committee will meet regularly to evaluate program progress and engage in continuous improvement activities. DUSD will also sustain meaningful industry and labor partnerships, evidenced by written agreements, to provide more WBL opportunities for all CTE students.

### **Strategy 10. Support Regional Marketing & Career Exploration of CTE Pathways for Students & Families**

#### **Summary of Strategy**



Downey MADE Stronger pathways project will support regional marketing efforts along with career exploration opportunities for students to promote all CTE programs. The intention is for students and families to make informed decisions about educational opportunities, especially CTE pathways and other resources, in their local communities. In addition, Downey Unified aims to provide support services to K12 students at transition points to learn about CTE opportunities for career readiness. Administrators, counselors and a new full-time CTE Coordinator/Math Integration Specialist along with the CTE Engagement Facilitator will create printed CTE catalogs, videos and other marketing materials. On a regular basis, the team will bring together parents, students, and industry partners to inform rising 5th-graders about middle school hands-on project-based learning and CTE pathway courses, and rising 8th-graders about all high school CTE pathway offerings and planning for industry-recognized certifications, along with direct alignment to postsecondary programs and future careers. In addition, DUSD will ensure all students participate in a formalized career exploration and guidance program. Students will be encouraged to participate in other career exploration activities such as tours of innovative employers and businesses to further explore careers in the region.

#### **Activities of the Proposed Strategy**

- Support Services
- Transition Services

#### **Detailed Description of the Proposed Strategy**

Students and families will be well-informed about K-14 CTE pathways and connections to industry and postsecondary opportunities with the hiring of a full-time classified staff member responsible for recruitment and engagement of students and parents. Activities to be overseen by this position include night meetings and other convenings where CTE-credentialed teachers, administrators, former CTE students, and industry partners will share insights about pathway benefits and how coursework and WBL lead to careers. Paid support staff will be brought in to provide childcare for parents needing this service to attend the meetings. Transportation (school buses) and substitute teachers will be provided for students and faculty to participate in off campus career exploration and guidance opportunities for all CTE pathway learners. In addition, production of marketing videos, brochures and advertising will help boost outreach. The project includes costs for enhancing the Downey Unified website to include more comprehensive information about CTE pathways, a catalog profiling CTE programs and courses required at each grade, along with the aligned postsecondary pathway of courses and possible careers for each pathway.

### **Strategy 11. CTE Faculty Recruitment, On-Boarding, and Professional Development**

#### **Summary of Strategy**

Downey MADE Stronger includes a comprehensive plan for CTE faculty recruitment (teacher preparation), onboarding for new teachers, and professional development for new and existing CTE teachers. Downey Unified is committed to hiring highly-qualified, industry-savvy professionals as CTE teachers, especially in high-priority sectors of Advanced Manufacturing and ICT. The professional development plan is centered on having CTE-credentialed and trained instructors to carry out program alignment with regional needs of business and industry to prepare students with the necessary knowledge, skills, and abilities (KSAs) to address skills gaps and provide students with robust academic support toward college and career readiness goals based on CTE pathways.

#### **Activities of the Proposed Strategy**

- Integrated Academic and Career Based Courses
- Professional Development for Teachers or Faculty Members
- Soft Skills Contextualized in CTE

#### **Detailed Description of the Proposed Strategy**

Downey Unified proposes to use grant funds to hire a Teacher On Special Assignment (TOSA) as a half-time CTE Coordinator (other half-time is as the Math Integration Specialist) to help develop materials to onboard new CTE teachers and coordinate ongoing professional development for all CTE teachers; Contract with a technical assistance consultant to ensure and coordinate K12 and postsecondary core CTE pathway faculty meet regularly to plan and review curriculum and instruction across levels of education. The consultant will also plan program and support services for integrating academic and career-based courses with soft skills contextualized in CTE; ensure smooth students transitions from elementary to middle school, from middle to high, and from high school to postsecondary and/or workplace; develop or update and improve articulation/dual credit agreements with Cerritos College and Rio Hondo College among others in the region; and ensure formal articulation or dual enrollment agreements with community colleges are developed that define participants, roles, activities, expectations, and timeline. In addition, the proposed project will pay for substitute teachers and travel expenses for DUSD teachers to attend on-boarding for



new CTE teachers and ongoing professional development to ensure that all CTE pathways courses have curricula and instruction aligned to the CDE's CTE Model Curriculum Standards and address business and industry needs for a well-educated skilled workforce by teaching essential workforce and job readiness skills.

## **Strategy 12. Develop Regional Robust Reliable and Sustainable Data Systems**

### **Summary of Strategy**

Downey Unified will contract with a technical assistance data consultant responsible for ensuring that common countywide regional economic development and labor market data is used as the basis for all reporting to the CDE and the California Community Colleges Chancellor's Office (CCCCO). The consultant will build upon the existing CTE data collection and reporting system to track and share K12 SWP student-level outcome data with state agencies. Downey Unified, along with partners—Cerritos College, Rio Hondo College, SELACO, and other key partner organizations—will help develop and implement protocols to ensure systems alignment in data reporting. DUSD has a data-sharing MOU with Cal-PASS Plus, and will continue to share data through this platform. The intent is to promote better use of data through common protocols for evaluating all CTE activities with robust data analysis and regular reporting of data findings for DUSD's data-informed decision-making.

### **Activities of the Proposed Strategy**

- Support Services

### **Detailed Description of the Proposed Strategy**

DUSD, along with the technical assistance data consultant, will ensure clear and specific alignment of CTE pathways (design, delivery, and outcomes) with current and projected regional labor market needs. DUSD will update the District's data collection infrastructure, systems, tools, and protocols to better identify, collect, track, analyze and report on required student-level K12 SWP Program Outcome Measures. This includes monitoring the impacts of career pathways on student outcomes for data-driven decision-making, and seeking strengths and areas where the District can improve. DUSD and its TA provider will assess and analyze regional labor market data and economic development information in conjunction with review of research studies by the Milken Institute, JP Morgan Chase, the Centers of Excellence, along with other organizations, and review custom data collection and analyses. These strategies in support of reliable data systems shine a light on lessons learned, and provide important research to strengthen DUSD's data-informed decisions and promote positive student outcomes as measured by the K12 SWP Performance Outcome Measures over time. The TA consultant will support DUSD in building internal staff capacity to ensure sustainability in overseeing student-level data collection for all CTE courses and pathways. Building capacity within DUSD includes working with the consultant to conduct data analyses, and reporting on effectiveness and continuous improvement of all CTE-related activities, courses, and strategies. The consultant will develop and conduct training to support DUSD staff to assume greater responsibilities each year of grant funding to become comfortable and knowledgeable about what data need to be collected, how to manage existing data, and what systems and protocols are in place to collect meaningful, reliable and valid student-level Performance Outcome Measures.

## **Statement of Work**

### **Activity 1.1: Collaborate with Cerritos College on IT Pathway Creation**

Describe the proposed activity associated with your Pathway Improvement plan

Representatives from DUSD and Cerritos College will meet to discuss course and articulation agreements and create a new Information Technology pathway in Information and Communication Technologies (ICT) with dual enrollment courses leading to industry-recognized A+ Certification in computer skills, postsecondary advancement and careers in ICT. DUSD will hire and offer on-boarding and professional development to new IT pathways teachers.

### **Metrics**

- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students participating in the new Information Technology (IT) pathway will complete 2 CTE IT courses during high school and receive Cerritos College articulation credit and 30% will receive third-party certification upon completion and passing the certification exam. 100% of DUSD students participating in the new Information Technology (IT) pathway will graduate from high school. 50% of DUSD IT students will enroll in a CCC within one year of leaving high school.

**Provide the timeline for the proposed activity**

Meetings between DUSD and Cerritos College will occur July 2019 and new IT teacher will be hired by August 2019.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; Cerritos College Information Technology faculty and administrators; technical assistance consultants

## Activity 1.2: Create New IT Pathway Courses

**Describe the proposed activity associated with your Pathway Improvement plan**

New DUSD IT pathway courses aim to align and articulate with existing Cerritos College courses including: CIS 58A PC Operating System A+ Certification, and CIS 58B PC Core Hardware A+ Certification. Courses will include preparing students to pass the industry-recognized A+ Certification exam, offered off site and the proposed budget includes covering students' exam fees as well as transportation costs to promote greater accessibility for underserved and underrepresented students.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students participating in the new Information Technology (IT) pathway will complete 2 CTE IT courses during high school & receive Cerritos College articulation credit; 30% will receive third-party certification upon completion and passing the certification exam. 100% of DUSD students participating in the new Information Technology (IT) pathway will graduate from high school. 50% of DUSD IT students will enroll in California Community College within one year of leaving high school.

**Provide the timeline for the proposed activity**

New courses will be created beginning in September 2019 Cerritos College and employers will review and approve by January 2020. DUSD course approval process will take place in February 2020 (for Board approval and articulation agreements with Cerritos will be approved by March 2020). Mar-Apr 2020: DUSD students enroll for fall 2020; Aug 2020: First DUSD IT pathway courses offered at Downey, Warren, & Columbus HSs; Aug 2021: 2nd year of IT pathway courses offered.



Indicate the responsible person(s) for the proposed activity.

DUSD Director of College and Career Readiness; CTE Coordinator; DUSD Information Technology high school teachers (TBD); IT business & industry; Cerritos College Information Technology faculty and administrators; technical assistance consultants

## Activity 2.1: Design and Implement New ABS of Game Design Pathway in ICT

Describe the proposed activity associated with your Pathway Improvement plan

To initiate creation of the new Art, Business, and Science (ABS) of Game Design Pathway to lead students to careers as game/simulation designers, game programmers, and game software developers, DUSD and ICT game design industry leaders will meet and discuss potential course content for pathway formation, and DUSD will hire and offer on-boarding and professional development for new CTE teachers who have ICT industry experience, especially in game design.

### Metrics

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

Describe the performance outcomes associated with this activity

75% of DUSD students participating in the new ABS of Game Design pathway will complete 2 CTE IT courses during high school; 100% of DUSD students participating in the new ABS of Game Design pathway will graduate from high school; 25% of DUSD ABS of Game Design students will enroll in a CCC within one year of leaving high school.

Provide the timeline for the proposed activity

DUSD and ICT game design industry leaders will meet in July 2019, and new teachers for ABS of Game Design will be hired by August 2019.

Indicate the responsible person(s) for the proposed activity.

DUSD Director of College and Career Readiness; CTE Coordinator; ICT business and industry; technical assistance consultants

## Activity 2.2: Create New CTE Courses in ABS of Game Design Pathway in ICT

Describe the proposed activity associated with your Pathway Improvement plan

Mirroring the CDE's ICT pathway standards for Games and Simulation, DUSD's new ABS of Game Design teachers will work with ICT business and industry and technical assistance consultations to create courses that will provide foundational skills in game design, hardware, graphics and animation, and practical skills in storyboarding, programming techniques and working collaboratively in a team.

### Metrics

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students participating in the new ABS of Game Design pathway will complete 2 CTE IT courses during high school; 100% of DUSD students participating in the new ABS of Game Design pathway will graduate from high school; 25% of DUSD ABS of Game Design students will enroll in a CCC within one year of leaving high school.

**Provide the timeline for the proposed activity**

Sept-Jan 2020: DUSD create new courses, ICT employers review & approve; Feb-Mar 2020: DUSD course approval process with Board approval; Mar-Apr 2020: DUSD students enroll for fall 2020; Aug 2020: First DUSD ABS of Game Design pathway courses offered at Downey, Warren, & Columbus HSs; Aug 2021: 2nd year of ABS of Game Design pathway courses offered.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; DUSD ABS of Game Design teachers (TBD); CTE Coordinator; ICT business and industry; technical assistance consultants

### **Activity 3.1: Ensure Industry-Recognized Certification in Advanced Manufacturing Pathway**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD will collaborate and sign new articulation agreements with partner Cerritos College to ensure that Downey Unified high school students in the Advanced Manufacturing CTE pathway earn the industry-recognized Certified Production Technician+ (CPT) certification through dual-credit opportunities. This certification meets the Manufacturing Skill Standards Council (MSSC) standards. Cerritos College is already a partner in SWP regional planning for engineering design/manufacturing pathways.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students updated Adv. Manufacturing pathway will complete 2 CTE IT courses during high school and receive Cerritos College articulation credit and 30% will receive third-party certification upon completion and passing the certification exam. 100% of DUSD students participating in the updated Adv Manufacturing pathway will graduate from high school. 50% of DUSD Adv Manufacturing students will enroll in a CCC within one year of leaving high school.

**Provide the timeline for the proposed activity**

Jul-Aug 2019: DUSD and Cerritos College faculty meet and discuss course and articulation agreements; Sept-Jan 2020: DUSD aligns with Cerritos courses and employers review & approve; Feb-Mar 2020: DUSD course approval process with Board approval & articulation agreements approved with Cerritos; Mar-Apr 2020: DUSD students enroll for fall 2020; Aug 2020: first Advanced Manufacturing certifications offered at DUSD high schools.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; DUSD Adv. Manufacturing high school teachers; business & industry leaders; Cerritos College Adv. Manufacturing faculty & administrators; technical assistance consultants



## **Activity 4.1: Create New Welding Pathway at Columbus Continuation High School**

### **Describe the proposed activity associated with your Pathway Improvement plan**

The new Welding pathway courses at Columbus Continuation High School will articulate to Cerritos College welding courses with a focus on Oxy-Acetylene Welding and Shielded Metal Arc Welding during year one and Gas Metal Arc Welding and Gas Tungsten Arc Welding during year 2. Students can receive an American Welding Society Advanced Level Certificate and prepare for the state exam for Certified Welder Licensing. The proposed budget covers exam fees and transportation for students, if needed.

### **Metrics**

- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

### **Describe the performance outcomes associated with this activity**

75% of Columbus HS students in Welding pathway will complete 2 CTE Manufacturing courses during high school and receive Cerritos College articulation credit and 30% will receive third-party certification upon completion and passing the certification exam. 100% of Columbus HS students participating in the Welding pathway will graduate from high school. 80% of Columbus HS Welding students will enroll in a CCC within one year of leaving high school.

### **Provide the timeline for the proposed activity**

Jul-Aug 2019: DUSD and Cerritos College faculty meet and discuss course and articulation agreements; Sept-Jan 2020: DUSD aligns with Cerritos courses and employers review & approve; Feb-Mar 2020: DUSD course approval process with Board approval & articulation agreements approved with Cerritos; Mar-Apr 2020: Columbus HS students enroll for fall 2020; Aug 2020: first Welding courses and industry certifications offered at Columbus HS; Aug 2021: Additional Welding courses offered.

### **Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; DUSD Welding high school teachers; business & industry leaders; Cerritos College Manufacturing faculty & administrators; technical assistance consultants

## **Activity 5.1: Expand Work-Based Learning Opportunities**

### **Describe the proposed activity associated with your Pathway Improvement plan**

DUSD will expand work-based learning (WBL) opportunities by recruiting industry partners and inviting K14+ CTE pathway faculty to collaborate on activities for students on all levels of CTE pathways, including: reviewing the knowledge and skill preparation needed for each WBL activity. In addition, faculty externships will be established during the summers for CTE teachers.

### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)

- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students in work-based learning including the MADE Work Experience will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in work-based learning will graduate from high school.

**Provide the timeline for the proposed activity**

From January to May in both 2020 and 2021, DUSD will conduct training and student recruitment and information seminars. From May to August in both 2020 and 2021, DUSD will recruit industry partners and connect students with business professionals, and students will participate in hands-on work-based learning experiences with local businesses. June to July in 2019, 2020, and 2021, faculty can participate in summer externships.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; SELACO; technical assistance consultants

## **Activity 5.2: Coordinate and Implement Work-Based Learning for CTE Students**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD, along with technical assistance consultants and SELACO WDB, will work with industry partners in all CTE pathways to implement meaningful work-based learning experiences for students including paid internships, job shadowing, industry site visits, etc. and coordinate career readiness sessions along with orientations for supervisors and students who will be taking part in paid work experience or pre-apprenticeships, and internships.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students in work-based learning including the MADE Work Experience will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in work-based learning will graduate from high school.

**Provide the timeline for the proposed activity**

Work-based learning experiences for students including paid internships, job shadowing, industry site visits, etc. and coordinate career readiness sessions will begin in fall and throughout the school year. Paid work experiences will take place in mid-June to end of July for 100 hours in 6 weeks each year of grant funding.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; SELACO; technical assistance consultants



### **Activity 5.3: Assessment and Documentation of Student Performance in Work-Based Learning**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD, along with technical assistance consultants, will collect and analyze data to provide a robust assessment and documentation of student performance during the all WBL program to determine success and potential areas of improvement. In addition, faculty participating in summer externships will be asked to provide their feedback, reflections, and recommendations.

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students in work-based learning activities will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in work-based learning will graduate from high school.

**Provide the timeline for the proposed activity**

Assessment and documentation of student performance on work-based learning and faculty externships will be ongoing from July 2019 through December 2021.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants for industry engagement

### **Activity 6.1: Purchase Computers, Equipment, and Licensing for eSports Expansion**

**Describe the proposed activity associated with your Pathway Improvement plan**

Downey MADE Stronger pathways project will make a significant investment in new computers and equipment and necessary license fees for DUSD's popular annual eSports tournament to support students focusing on careers in computer science and the newly proposed ICT pathways in the ABS of Game Design and IT. This strategy supports the LA/OC SWP regional plan to fill an unmet need in supporting student development toward careers in digital media entertainment, specifically in video game design.

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students in eSports tournaments will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in eSports tournaments will graduate from high school.

**Provide the timeline for the proposed activity**

July-August 2019, DUSD and technical consultants will plan and purchase computers and equipment for 4 middle schools and 3 high schools.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants

## **Activity 6.2: Provide Technical Support and Project Management for eSports Tournament**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD will hire Computer Technicians (IT Staff) to provide technical support for the six-day eSports Tournament. Downey Unified, along with technical assistance consultants, will also provide project management for all aspects of eSports tournament with embedded career exploration with industry professional guest speakers and industry tours.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD students in eSports tournaments will complete 2 CTE courses during high school in the same program of study.  
100% of DUSD students participating in eSports tournaments will graduate from high school.

**Provide the timeline for the proposed activity**

Nov-Dec 2019: eSports tournament in middle and high schools with career forum in Feb 2020; Nov-Dec 2020: eSports tournament in middle and high schools with career forum in Feb 2021; Nov-Dec 2021: eSports tournament in middle and high schools with career forum by Dec 2021.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants

## **Activity 7.1: Build Innovation Design Studios at All 13 Elementary Schools**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD will expand and enhance hands-on project-based learning curricula in kindergarten through grade 5 to give the 8,745 students in Downey elementary schools foundational skills in designing and innovating for the future with access to Innovation Design Studios (IDS) at all 13 elementary schools. The goal of the IDS is to promote student engagement through hands-on activities that encourage collaboration and team building skills, and fosters creativity to provide strong foundations in STEAM.

**Metrics**



- Completed 2+CTE courses in high school in the same program of study (K12)

**Describe the performance outcomes associated with this activity**

75% of DUSD elementary students when they are in high school will complete 2 CTE courses during high school in the same program of study.

**Provide the timeline for the proposed activity**

Jul-Nov 2019: DUSD and technical assistance consultants plan and purchase equipment for 13 elementary Innovation Design Studios on each campus; Dec 2019: Innovation Design Studios opens with events and sessions for students planned.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants for data systems

## **Activity 8.1: Hire CTE Coordinator/Math Integration Specialist**

**Describe the proposed activity associated with your Pathway Improvement plan**

DUSD proposes to hire one teacher on special assignment (TOSA) to be CTE Coordinator and Math Integration Specialist responsible for coordinating all CTE activities and integrating math into all CTE courses. Integrating math into CTE courses aligns with the LA/OC SWP regional plan's stated needs to expand the local Science, Technology, Engineering, Art, and Math (STEAM) talent pool through strategies that attract, engage, and connect with underrepresented students.

**Metrics**

- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

Increase student enrollment in CTE pathways. 100% of DUSD students participating in CTE pathways will graduate from high school.

**Provide the timeline for the proposed activity**

Jul-Nov 2019: DUSD recruits, interviews, and hires a TOSA to serve as CTE Coordinator/Math Integration Specialist

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator/Math Integration Specialist (TBD); technical assistance consultants

## **Activity 9.1: Contract with Technical Assistance Consultant for Industry Engagement**

**Describe the proposed activity associated with your Pathway Improvement plan**

Contract with technical assistance consultant for industry engagement to continue to work with district and high school administrators to establish and maintain effective working relationships with key employer and business stakeholders,

especially in identified priority sectors of Advanced Manufacturing and ICT. The technical assistance consultant will provide training and support DUSD staff to assume responsibilities to recruit, engage and maintain relations after grant ends.

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

#### **Describe the performance outcomes associated with this activity**

Increase business and industry participation in DUSD. 75% of DUSD high school students will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in CTE will graduate from high school.

#### **Provide the timeline for the proposed activity**

July - August 2019, DUSD will hire technical assistance consultant for industry engagement to support DUSD in working with employers. August 2019 - December 2021, technical assistance consultant for industry engagement will build and relationships with local business and industry and build DUSD internal capacity to manage and sustain these relationships after grant funds end.

#### **Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultant for industry engagement

## **Activity 9.2: Recruit, Expand, and Sustain CTE Advisory Committee**

#### **Describe the proposed activity associated with your Pathway Improvement plan**

The technical assistance consultant for industry engagement will work with business and industry to recruit, expand, and sustain a robust and purposeful CTE advisory committee comprising key stakeholders including industry and labor, secondary and postsecondary leaders, faculty, parents, and students. This committee will meet regularly to evaluation program progress and engage in continuous improvement activities to address the needs of all DUSD CTE pathways with quarterly meetings.

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)

#### **Describe the performance outcomes associated with this activity**

Increase business and industry participation in DUSD. 75% of DUSD high school students will complete 2 CTE courses during high school in the same program of study.

#### **Provide the timeline for the proposed activity**

This activity will be ongoing, beginning in July 2019 through December 2021.

#### **Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants for industry engagement



## Activity 10.1: Hire CTE Engagement Facilitator to Promote CTE Pathways to Students and Families

Describe the proposed activity associated with your Pathway Improvement plan

DUSD will hire 1 full time classified staff as CTE Engagement Facilitator responsible for promoting CTE pathways as well as recruiting and engaging students and families to know about the many CTE offerings in DUSD so they can make informed decisions about educational opportunities, especially CTE pathways and other resources in their local communities. In addition, implement ongoing activities of creating opportunities to showcase CTE pathway opportunities at DUSD for students and families.

### Metrics

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

Describe the performance outcomes associated with this activity

75% of DUSD CTE high school students will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in CTE will graduate from high school. Increase student enrollment in CTE pathways.

Provide the timeline for the proposed activity

August -September 2019 Hire CTE Engagement Facilitator; Sept 2019 - Dec 2021 implement ongoing activities of creating opportunities to showcase CTE pathway so that students and families to know more about these programs along with which CTE pathway courses articulate with community college or offer dual enrollment and also about careers in high-wage, high-growth industry sectors.

Indicate the responsible person(s) for the proposed activity.

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants

## Activity 10.2: Creation of CTE Recruitment and Engagement Materials

Describe the proposed activity associated with your Pathway Improvement plan

Downey Unified, along with technical assistance consultants, will design and develop student and family engagement print materials to showcase CTE pathways including courses offered in DUSD along with articulated & dual enrollment courses at community colleges and include career options related to pathway industry sectors. The technical assistance consultants will oversee design, collection of updated information, and distribution of CTE print and online engagement materials.

### Metrics

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

Describe the performance outcomes associated with this activity

75% of DUSD CTE high school students will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in CTE will graduate from high school. Increase student enrollment in CTE pathways.

**Provide the timeline for the proposed activity**

Jul-Sept 2019: Create plan for regional marketing and student career exploration opportunities with key stakeholders; Oct 2019-May 2020: implement Year 1 regional marketing and career exploration strategies; Jun 2020-May 2021: implement Year 2 regional marketing and career exploration strategies; Jun 2021-Dec 2021: implement sustainability plan for marketing and career exploration strategies.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Engagement Facilitator; CTE Coordinator; technical assistance consultants

### **Activity 10.3: Develop Series of CTE Pathways Engagement Videos**

**Describe the proposed activity associated with your Pathway Improvement plan**

As part of the Downey MADE Stronger pathways awareness and engagement efforts, DUSD will contract technical assistance consultants to create a series of short videos about all CTE pathways and outcomes to encourage recruitment of new students into programs. In addition, Downey Unified aims to provide support services to K12 students at transition points to learn about CTE opportunities for college and career readiness.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)

**Describe the performance outcomes associated with this activity**

Increase student enrollment in CTE pathways. 75% of DUSD CTE high school students will complete 2 CTE courses during high school in the same program of study.

**Provide the timeline for the proposed activity**

July 2019 - December 2021: Creation and distribution of engagement videos will be ongoing for the duration of the grant.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants

### **Activity 10.4: Update and maintain Downey MADE Website**

**Describe the proposed activity associated with your Pathway Improvement plan**

As part of the Downey MADE Stronger pathways awareness and engagement effort, DUSD will contract technical assistance consultants to update the Downey MADE website and train DUSD staff to maintain the site for sustainability. The site will host marketing videos and also be regularly updated with catalog adjustments as new course and program opportunities become available for CTE pathways students.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)



**Describe the performance outcomes associated with this activity**

Increase student enrollment in CTE pathways. 75% of DUSD CTE high school students will complete 2 CTE courses during high school in the same program of study.

**Provide the timeline for the proposed activity**

Meetings regarding the website updates will begin in July 2019, with the goal of DUSD staff trained to maintain the newly updated site by December 2021.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants

### **Activity 10.5: Career Exploration for K-12 CTE Students**

**Describe the proposed activity associated with your Pathway Improvement plan**

The CTE Coordinator will coordinate for K-12 CTE students to have access to formalized career exploration and guidance program as well as opportunities to learn about careers by touring innovative employers and businesses to be more aware of industries in the region. In addition, industry professions will serve as classroom speakers sharing their career journeys.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Graduated high school (K12)

**Describe the performance outcomes associated with this activity**

K-12 students will have access to career exploration opportunities. 75% of DUSD CTE high school students will complete 2 CTE courses during high school in the same program of study.

**Provide the timeline for the proposed activity**

July 2019 - December 2021: CTE Coordinator and CTE Engagement Facilitator will organize formalized career exploration as well as opportunities for K-12 students to go on tours of workplace facilities, participate in classroom guest speakers from industry, and work experience or internships for high school students.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; CTE Engagement Facilitator; technical assistance consultants

### **Activity 11.1: CTE Faculty Recruitment, On-boarding, and Professional Development**

**Describe the proposed activity associated with your Pathway Improvement plan**

Downey MADE Stronger includes a comprehensive plan for CTE faculty recruitment (teacher preparation), on-boarding for new teachers, and professional development for new and existing CTE teachers. Downey Unified is committed to hiring

highly-qualified, industry-savvy professionals as CTE teachers in high-priority sectors of Advanced Manufacturing and ICT. This will align with regional needs of business and industry to prepare students with the necessary knowledge, skills, and abilities (KSAs).

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

#### **Describe the performance outcomes associated with this activity**

Increase student enrollment in CTE pathways. 75% of DUSD high school students will complete 2 CTE courses during high school in the same program of study. 100% of DUSD students participating in CTE will graduate from high school.

#### **Provide the timeline for the proposed activity**

Jul-Sept 2019: Director of College/Career Readiness & CTE Coordinator will determine professional development (PD) needs and calendar for new and current CTE teachers; Sept-May 2020: Implement professional development and new CTE teacher on-boarding and support; June-Sept 2020: Director of College and Career Readiness & CTE Coordinator will determine yr 2 PD needs and calendar for new and current CTE teachers; Sept-May 2021: Implement PD and new CTE teacher on-boarding and support for yr 2.

#### **Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; Teachers on Special Assignment (TBD); technical assistance consultants

### **Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System**

#### **Describe the proposed activity associated with your Pathway Improvement plan**

Contract technical assistance consultant for data systems to update data collection infrastructure, systems, tools, & protocols to better identify, collect, track, analyze & report on K12 SWP student-level Program Outcome Measures to assess impact of career pathways on student outcomes for data-informed decision-making.

#### **Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

#### **Describe the performance outcomes associated with this activity**

For all DUSD high school students participating in K12 SWP-funded strategies, 75% will complete 2 CTE courses during high school in the same program of study. 75% will complete 2 CTE courses during high school in the same program of study that



include: early college credit, WBL, or third-party certification. 100% will graduate from high school. 50% will enroll in a California Community College within one year of learning secondary school.

**Provide the timeline for the proposed activity**

Jul-Aug 2019: Contract technical assistance consultant for data systems; Aug 2019-Mar 2022: DUSD & consultant create data systems & protocol ready to provide K12 SWP student-level Performance Outcome Data for Quarterly Progress Reports due 10/30/19; 1/31/20; 4/30/20; 7/31/20; 10/30/20; 1/31/21; 4/30/21; 7/31/21; 10/30/21; 1/31/22; & final report on 2/28/22.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants for data systems

## **Activity 12.2: Build DUSD Internal Data Capacity**

**Describe the proposed activity associated with your Pathway Improvement plan**

Consultant will train DUSD staff to build internal staff capacity and ensure sustainability to oversee student-level data collection, analyses, and reporting after grant funds.

**Metrics**

- Completed 2+CTE courses in high school in the same program of study (K12)
- Completed 2+CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification (K12)
- Graduated high school (K12)
- Enrolled in a California Community College within one year of leaving secondary school (K12)

**Describe the performance outcomes associated with this activity**

For all DUSD high school students participating in K12 SWP-funded strategies, 75% will complete 2 CTE courses during high school in the same program of study. 75% will complete 2 CTE courses during high school in the same program of study that include: early college credit, WBL, or third-party certification. 100% will graduate from high school. 50% will enroll in a California Community College within one year of learning secondary school.

**Provide the timeline for the proposed activity**

Aug 2019-Mar 2022: Consultant conducts trainings to build DUSD capacity to sustain data systems & protocols after grant funding.

**Indicate the responsible person(s) for the proposed activity.**

DUSD Director of College and Career Readiness; CTE Coordinator; technical assistance consultants for data systems

## **Capability & Sustainability**

### **Capability**



**Describe how the Pathways Improvement grant will be directed and implemented.**

Downey Unified School District is the lead LEA for the proposed K12 Strong Workforce Program with collaborative partners Cerritos College, Rio Hondo College, SELACO WDB, LACOE, SkillsUSA, Cal Poly Pomona, Stauffer Foundation, Bayha Group, 2CPR Group, Carrot, a local innovations company, and AVIXA, an audiovisual trade group (please see attached letters of support). John Harris is the experienced director of College and Career Readiness and serves as the project director and contact person for this proposed funding. Harris oversees the District's LCAP/LCFF funding related to college and career readiness, which is an annual investment toward capability and sustainability of over \$11 million and \$9.4 million reflects the LCFF financial match for this K12 SWP proposal. Roles of new hires as part of the plan to administer and manage this proposal, in addition to the current experienced CTE administrator, are clearly articulated and include: on-boarding a full-time classified staff member as a CTE Engagement Facilitator over the 2.5 years of this grant to engage parents and students in the CTE pathway improvement program through marketing, in-person meetings, surveys, and follow-up connections on an ongoing basis; and hiring a full-time CTE math integration faculty member to strengthen pathway outcomes for all students in passing certification exams and moving into postsecondary coursework and careers. Industry, college and technical assistance provider stakeholders listed in this section above and with letters of support attached to this proposal are responsible for a range of activities, including providing dual enrollment college credit to high school students, acting as the employer of record for paid summer work programs, connecting students to Work-Based Learning opportunities, getting students ready to take certification exams in CTE areas with high-growth in the LA region, and providing data to administrators to make informed decisions about program priorities.

**Describe the lead applicant's experience in conducting and administering state-funded projects.**

DUSD has a strong track record in reliable management of grant funds such as California Career Pathways Trust (CCPT), CTE Incentive Grant (CTEIG), and Perkins with timely reporting for all financial and pupil performance data related to grants as well as required by the California Department of Education for CALPADS. DUSD has several years' experience conducting and administering state-funded projects. This includes providing reliable management, generating reports on financial and student performance data, mitigating risks to pathways improvement success, and ensuring proper auditing procedures. The District's Director of College and Career Readiness, John Harris, oversees grant funding including a CCPT, CTEIG, federal Perkins funding, and funds tied to the District's Local Control and Accountability Plan (LCAP) related to college and career programs in the District. Managing these sources provides much-needed student CTE support, including professional development for teachers, new instructional equipment and technology, and special events funding. As an aside, the District manages sources of federal funds, including Title I money that amounts to a significant contribution in DUSD because 70% of District students qualify for free and reduced price meals. One risk to pathways improvement success is a lack of focused institutional support for CTE. This is mitigated in DUSD because a commitment to CTE pathways and career readiness are embedded in the District's LCAP priorities, and DUSD plays a unique role in the region and state as a leader in the magnitude of its CTE offerings across 15 pathways. The LCAP highlights the importance of equipping students with the 21st Century learning skills of creativity, communication, collaboration, critical thinking and civic responsibility, with CTE programs bridging the gap between the world of work and the world of education. DUSD analyzes and disseminates student data to the state based on a process laid out in its LCAP. Stakeholders, including DUSD's Instructional Cabinet, Board of Education and Parent Advisory Committee, thoroughly reviewed the current year LCAP, reviewing data from a progress update report. This review included a line by line progress update by the responsible administrator for each LCAP service, and an accounting of expenditures. The report was updated and reviewed by the Instructional Cabinet, the Board of Education and the Parent Advisory Committee at intervals throughout the school year. Emerging from these review sessions was a slate of recommended changes to activities, services or expenditures within each goal area. The LCAP update is posted on the DUSD.net website and reflects the ongoing priorities and needs of a multitude of stakeholders within DUSD. The update is distributed to the CDE, school board and parents, and is available to community members, business and industry partners and other key stakeholders. Further, the Downey MADE Stronger Pathway Improvement project mitigates any risk of student engagement challenges by giving every student the opportunity to participate in CTE pathways, activities, and experiences offered at the high schools. Outreach for pathways in Downey begins in elementary schools with hands-on project-based learning activities focused in science, technology, engineering, art, and math with all students having access to robotics and an annual DUSD Robolympics competition to engage and provide a strong STEAM foundation for K-5 students as part of their college, CTE pathways, and career readiness. In middle school, all eighth graders visit the high schools to tour the facilities, meet the CTE faculty and interact with high school students who are enrolled in pathway courses. Middle school students also have access to CTE pathways in engineering, biomedical technology, culinary arts, among others. DUSD opens CTE pathways to all students -- regardless of academic background or which courses they have taken -- and actively "markets" its CTE offerings to students before they even get to high school. By the time students reach high school, they have full



access and knowledge about how to advance in CTE courses and pathways, and the backing of fully credentialed CTE and subject matter teachers.

**Describe applicant's experience collaborating successfully with multiple partners and/or stakeholders.**

DUSD has a proven track record of collaborating successfully with dozens of education and industry partners, as well as conducting and administering state-funded projects. The CTE coordinator in charge of pathway improvements is experienced K-12 district administrator John Harris, who brings a clear vision to sustaining and modernizing CTE pathways and developing strategies to enhance student outcomes. This proposal will bring in a CTE engagement facilitator to provide up to date information to parents and students through marketing materials that include videos, printed CTE pathway catalogs, in person meetings held on high school campuses, and student follow up. Technical assistance consultants, who have provided attached letters of support in this proposal, will create processes and protocols through systems that can be sustained by District staff after initial set up. These providers will follow the model of how CCPT was implemented in the District and with regional partners, including the local WDB and industry, to leverage resources and meet all grant goals while building the District's internal capacity for long-term success and sustainability. DUSD and Downey MADE CTE pathways have long-standing relationships with partners Cerritos College, Cal Poly Pomona, Rio Hondo College, SELACO WDB, Bayha Group, innovations experts and charitable foundations. These partnerships have formed through the District's management of state funding received through CCPT and CTEIG. The District holds monthly CTE meetings with stakeholders, and will revamp its advisory committee to more directly address the needs of local industry and to better support the local economy and regional SWP priorities.

**Describe how the proposed pathway improvement plan will leverage existing funding sources.**

The Downey MADE Stronger Pathway Improvement program will leverage local, state and federal funding sources to complement and sustain this K12 Strong Workforce Program grant. This includes Downey Unified's LCAP funding structure, which maintains a \$11+ million annually in support of K-12 CTE programs across all elementary, middle, and high schools. DUSD will leverage other existing funding sources, including federal Perkins dollars, financial contributions from partners SELACO WDB, Cerritos College, Rio Hondo College, Cal Poly Pomona, Mary R. Stauffer Foundation, Bayha Group, 2CPR Group, as well as in-kind contributions from innovations expert Carrot of Redondo Beach and the Audiovisual and Integrated Experience Association (AVIXA) of Virginia. The District is leveraging work already completed to develop CTE pathways with its CCPT grant and CTEIG grants, and will leverage WIOA funds, LA County Earn and Learn funds to continue to improve CTE pathways. The 2-1 match with the majority of financial contributions from DUSD's LCFF is a serious commitment on the part of Downey Unified and sustainable based on School Board policies and priorities in improving CTE opportunities for all students.

**Does your LEA have any identified barriers to submitting outcomes data? If Yes, please explain, otherwise leave blank.**

N/A

## **Sustainability**

**Describe how the LEA will utilize existing programs, partnerships, and resources to create sustainable pathway improvement(s).**

The Downey MADE Stronger Pathway Improvement program will leverage local, state and federal funding sources to complement and sustain this K12 Strong Workforce Program grant. This includes Downey Unified's LCAP with LCFF funding structure, which maintains a district-level budget of over \$11-million annually in support of its K12 CTE programs -- and \$9.4-million in matching funds for this K12 SWP proposal. The 2-1 match is a serious commitment on the part of Downey Unified and sustainable based on School Board policies and priorities in improving CTE opportunities for all K-12 students. DUSD has a long history of using district funds along with CCPT, CTEIG, and Perkins to build and maintain its current 15 CTE pathways and industry sectors: (1) Animation, (2) Dance, (3) Film & Video Production, and (4) Photography & Digital Imaging in Arts, Media & Entertainment industry sector; (5) Construction Technology in Building Trades & Construction industry sector; (6) Engineering in Engineering & Design; (7) Principles of Education in Education & Family Services industry sector; (8) Biomedical Science in Health Science & Medical Technology industry sector; (9) Culinary Arts in Hospitality, Tourism, & Recreation industry sector; (10) Computer Science in Information and Communication Technologies industry sector; (11) Advanced Manufacturing and (12) Product Design in Manufacturing & Product Development industry sector; (13) Law Enforcement and (14) Legal Practices in Public Services industry sector; and (15) Automotive Technology in Transportation industry sector. DUSD will also leverage other existing funding sources, including on-going collaboration and financial contributions from partners SELACO WDB, Cerritos College, Rio Hondo College, Cal Poly Pomona, Mary R. Stauffer Foundation, Bayha Group, 2CPR Group, as well as in-kind contributions from innovations expert Carrot of Redondo Beach and the Audiovisual and Integrated Experience Association (AVIXA) of Virginia. DUSD and its partners view K12 Strong Workforce Program funding as an infusion of resources to advance the targeted career pathways beyond what was

historically possible. By creating regional synergies between organizations and initiatives, and by addressing acute and long-term industry and education needs, DUSD expects to enact transformative and long-lasting change in the manner in which education and career preparation and training services are delivered. In doing so, DUSD seeks to build lasting relationships with local and regional business/industry and help to address their workforce needs while increasing student access to these employers; serve more students in more career pathways, specifically ICT and Adv. Manufacturing, that result in high-wage high-demand careers; engage more students in meaningful and innovative learning opportunities from a young age; build a locally and regionally collaborative CTE culture that spreads to other communities, and meticulously monitor and measure the impact of programs on these students and industry partners to better understand the impact of sustained, comprehensive K-14 career pathways implementation.

Do you currently have paid staff that performs pathway functions?

Yes

Do you have a need for new K12 coordinator support?

Yes

Do you have a representative from the lead or partner agencies on the K12 selection committee?

No

## Pathway Improvement Budget

### Budget Summary

Total Grant Amount Budgeted: \$4,341,773 of \$4,341,773

Indirect Funds Budgeted: \$100,708 (2.37%)

Monetary Match Funds Budgeted: \$10,222,475 of \$10,222,475 Total Available Funds Budgeted: \$14,564,248 of \$14,564,248

In-Kind Match Funds: \$30,000

Total Remaining: \$0

### 2018 - 2019 Budget Items

#### No budget 2018-19

##### Institution

Downey Unified

##### 2018-19 Budget Item Amount

##### Grant Funds Amount

\$0

##### Monetary Match Funds Amount

\$0

##### Expenditure Type

1000 - Instructional Salaries

##### Related Activities

- Activity 1.1: Collaborate with Cerritos College on IT Pathway Creation



**Brief Description of Expenditure**

No expenses in 2018-19

**2018 - 2019 Amount**

\$0

**2018 - 2019 Quarterly Expenditure Forecast**

	Q1	Q2	Q3	Q4
Percentage	25%	50%	75%	100%
Dollars	\$0	\$0	\$0	\$0

**2019 - 2020 Budget Items****Computers & Equipment for Information Technology pathway 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$200,000

**Monetary Match Funds Amount**

\$400,000

**Expenditure Type**

4000 - Supplies and Materials

**Related Activities**

- Activity 1.2: Create New IT Pathway Courses

**Brief Description of Expenditure**

Purchase computers and equipment for new DUSD Information Technology pathway courses that will align and articulate with existing Cerritos College courses including: CIS 58A PC Operating System A+ Certification, and CIS 58B PC Core Hardware A+ Certification. Courses will include preparing students to pass the industry-recognized A+ Certification exam, offered off site and the proposed budget includes covering students' exam fees as well as transportation costs to promote greater accessibility for underserved and underrepresented students.

**Student transportation for A+ certification exam 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$4,000

**Monetary Match Funds Amount**

\$8,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 1.2: Create New IT Pathway Courses

**Brief Description of Expenditure**

Transportation to get students to testing center for A+ industry-certification exam

**Computers, software, & equipment for ABS of Game Design pathway at 2 high schools 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$300,000

**Monetary Match Funds Amount**

\$600,000

**Expenditure Type**

4000 - Supplies and Materials

**Related Activities**

- Activity 2.1: Design and Implement New ABS of Game Design Pathway in ICT

**Brief Description of Expenditure**

Purchase computers for new pathway that mirrors the CDE's ICT pathway standards for Games and Simulation, DUSD's new ABS of Game Design teachers will work with ICT business and industry and technical assistance consultations to create courses that will provide foundational skills in game design, hardware, graphics and animation, and practical skills in storyboarding, programming techniques and working collaboratively in a team.



## **Industry recognized credential or certificate for Advanced Manufacturing 2019-20**

### **Institution**

Downey Unified

### **2019-20 Budget Item Amount**

### **Grant Funds Amount**

\$44,200

### **Monetary Match Funds Amount**

\$88,400

### **Expenditure Type**

5000 - Other Operating Expenses and Services

### **Related Activities**

- Activity 3.1: Ensure Industry-Recognized Certification in Advanced Manufacturing Pathway

### **Brief Description of Expenditure**

Purchase Certiport third-party certification for programs such as Certified Production Technician+ (CPT), A+, Certified Welder Licensing, etc. that will enable students to obtain industry recognized credential or certificate, or be better prepared for appropriate postsecondary education or training, employment, or postsecondary degree.

## **Welding equipment for new pathway at Columbus High School 2019-20**

### **Institution**

Downey Unified

### **2019-20 Budget Item Amount**

### **Grant Funds Amount**

\$120,000

### **Monetary Match Funds Amount**

\$240,000

### **Expenditure Type**

4000 - Supplies and Materials

### **Related Activities**

- Activity 4.1: Create New Welding Pathway at Columbus Continuation High School

**Brief Description of Expenditure**

Purchase equipment for new Welding pathway courses at Columbus Continuation High School that will articulate to Cerritos College welding courses with a focus on Oxy-Acetylene Welding and Shielded Metal Arc Welding during year one and Gas Metal Arc Welding and Gas Tungsten Arc Welding during year 2.

**Implement work-based learning at 3 high schools 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$190,000

**Monetary Match Funds Amount**

\$380,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Develop, oversee, and manage all work-based learning including Downey MADE Work Experience to provide opportunities for all students to gain access to paid work experience or pre-apprenticeships, internships, industry certifications, and WBL opportunities for industry to provide input to the CTE programs and curriculum. Provide a documented training plan and assignments are related to all WBL. Recruit industry partners and invite K-12 CTE pathway faculty to collaborate on activities for students on all levels of the CTE pathway including reviewing the knowledge and skill preparation needed for each WBL activity; provide robust assessment and documentation of student performance in the workplace; and orientation for workplace supervisors and students.

**Contract with SELACO to provide job readiness services 2019-20**

**Institution**

Southeast Los Angeles County Workforce Development Board

**2019-20 Budget Item Amount**

**Grant Funds Amount**



\$234,000

**Monetary Match Funds Amount**

\$468,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Contract with SELACO to provide job readiness services for Downey students

**Substitute teachers for work-based learning teacher opportunities 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$5,250

**Monetary Match Funds Amount**

\$10,500

**Expenditure Type**

1000 - Instructional Salaries

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Pay for substitutes while 35 teachers attend WBL field trips (35 teachers x \$150)

**Benefits for substitute teachers for WBL 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$1,017

**Monetary Match Funds Amount**

\$2,034

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Benefits for substitutes while 35 teachers attend WBL field trips (Substitute Teacher Employee Benefits Statutory Benefit rate of 19.38%)

**Teacher salary for externship participation 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$2,695

**Monetary Match Funds Amount**

\$5,390

**Expenditure Type**

1000 - Instructional Salaries

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Pays for 5 DUSD CTE pathway teachers to participate in educator externships with industry during the summer. 5 teachers x \$269.49 x 2 days

**Teacher benefits for externship participation 2019-20**



**Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$522

**Monetary Match Funds Amount**

\$1,044

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Benefits for 5 teachers so DUSD CTE pathway teachers to participate in educator externships with industry during the summer. (Certificated Employee Benefits Statutory Benefit rate of 19.38%)

**Fees for student leadership opportunities 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$48,000

**Monetary Match Funds Amount**

\$96,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.2: Coordinate and Implement Work-Based Learning for CTE Students

**Brief Description of Expenditure**

Fees for student leadership and competitions (e.g., FIRST Robotics, VEX, Robolympics)

## Transportation for student WBL 2019-20

### Institution

Downey Unified

### 2019-20 Budget Item Amount

### Grant Funds Amount

\$21,000

### Monetary Match Funds Amount

\$42,000

### Expenditure Type

5000 - Other Operating Expenses and Services

### Related Activities

- Activity 5.2: Coordinate and Implement Work-Based Learning for CTE Students

### Brief Description of Expenditure

Transportation (school buses) for students to participate in work-based learning opportunities (job shadow activities, facility tours and other career related activities) happening outside campus. (35 buses x \$600 = \$21,000) Provides WBL transportation and guidance opportunities for all pathway learners.

## Computers and equipment for eSports expansion 2019-20

### Institution

Downey Unified

### 2019-20 Budget Item Amount

### Grant Funds Amount

\$270,000

### Monetary Match Funds Amount

\$540,000

### Expenditure Type

4000 - Supplies and Materials

### Related Activities

- Activity 6.1: Purchase Computers, Equipment, and Licensing for eSports Expansion

### Brief Description of Expenditure



DUSD will invest in computers and equipment in order to expand the eSports Tournament to all three Downey Unified high schools, including Columbus Continuation High School. Downey MADE Stronger aims to introduce eSports to four middle schools as a strategic career exploration program into STEAM careers. DUSD will also purchase the necessary computer equipment and partial salary for a computer technician to provide technical support for the 6-week eSports tournament. This proposal provides project management for all aspects of eSports tournament with embedded career exploration with industry professional guest speakers and industry tours.

### **Provide technical support and project management for eSports at all high schools 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$300,000

**Monetary Match Funds Amount**

\$600,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 6.2: Provide Technical Support and Project Management for eSports Tournament

**Brief Description of Expenditure**

Expand eSports Tournament at all high schools as strategic career exploration program into STEAM careers. Provide project management for all aspects of eSports tournament with embedded career exploration with industry professional guest speakers and industry tours. [\$100,000 each tournament x 3 tournaments (3 for HS)]

### **Salary for computer technician to support eSports 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$3,227

**Monetary Match Funds Amount**

\$6,454

**Expenditure Type**

2000 - Non-Instructional Salaries

**Related Activities**

- Activity 6.2: Provide Technical Support and Project Management for eSports Tournament

**Brief Description of Expenditure**

Computer Technicians (IT staff) to provide technical support for eSports (6 week tournament) at \$53.79/hour x 60 hours = \$3,227.40

**Benefits for computer technician to support eSports 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$300

**Monetary Match Funds Amount**

\$600

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 6.2: Provide Technical Support and Project Management for eSports Tournament

**Brief Description of Expenditure**

Benefits for Computer Technicians (IT staff) \$5 per hour x 60 hours = \$300

**Equipment for Innovation Design Studios at elementary schools 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$140,000

**Monetary Match Funds Amount**



\$280,000

**Expenditure Type**

4000 - Supplies and Materials

**Related Activities**

- Activity 7.1: Build Innovation Design Studios at All 13 Elementary Schools

**Brief Description of Expenditure**

Purchase equipment for Innovation Design Studios to enhance hands-on project-based learning (PBL) curricula in kindergarten through grade 5 in Downey elementary schools foundational skills in designing and innovating for the future. Engagement in hands-on activities encourages collaboration and team building skills, and fosters creativity. The elementary school age is the appropriate time to build students' interest in STEAM, especially in math and science and introduce them to robotics, engineering and interdisciplinary learning that combines writing skills with math and science to complete a hands-on project.

**Salary for CTE Coordinator / Math Integration Specialist 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$102,013

**Monetary Match Funds Amount**

\$400,000

**Expenditure Type**

1000 - Instructional Salaries

**Related Activities**

- Activity 8.1: Hire CTE Coordinator/Math Integration Specialist

**Brief Description of Expenditure**

Salary for one teacher on special assignment (TOSA) to be CTE Coordinator and Math Integration Specialist responsible for coordinating all CTE activities and integrating math into all CTE courses. Integrating math into CTE courses aligns with the LA/OC SWP regional plan's stated needs to expand the local Science, Technology, Engineering, Art, and Math (STEAM) talent pool through strategies that attract, engage, and connect with underrepresented students. CTE Coordinator/Math Integration Specialist (TOSA) responsible for coordinating all CTE activities and integrating core and CTE curriculum, and math integration into CTE at annual full-time salary \$102,013 each year x 2 years

## **Recruit, expand, and sustain a robust CTE advisory committee 2019-20**

### **Institution**

Downey Unified

### **2019-20 Budget Item Amount**

#### **Grant Funds Amount**

\$28,800

#### **Monetary Match Funds Amount**

\$57,600

### **Expenditure Type**

5000 - Other Operating Expenses and Services

### **Related Activities**

- Activity 9.2: Recruit, Expand, and Sustain CTE Advisory Committee

### **Brief Description of Expenditure**

Recruit, expand, and sustain a robust CTE advisory committee to address the needs of all DUSD CTE pathways. Provide project management for an active CTE advisory committee, composed of a variety of stakeholders (including industry and labor, secondary and postsecondary leaders, faculty, parents and students) meets at least twice a year to evaluate program progress and to engage in continuous improvement activities. Sustain meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for all CTE students.

## **Salary for 3 CTE Engagement Facilitators 2019-20**

### **Institution**

Downey Unified

### **2019-20 Budget Item Amount**

#### **Grant Funds Amount**

\$157,320

#### **Monetary Match Funds Amount**

\$314,640

### **Expenditure Type**

2000 - Non-Instructional Salaries

### **Related Activities**



- Activity 10.1: Hire CTE Engagement Facilitator to Promote CTE Pathways to Students and Families

#### **Brief Description of Expenditure**

DUSD will hire 3 full time classified staff as CTE Engagement Facilitators responsible for promoting CTE pathways as well as recruiting and engaging students and families to know about the many CTE offerings in DUSD so they can make informed decisions about educational opportunities, especially CTE pathways and other resources in their local communities. In addition, implement ongoing activities of creating opportunities to showcase CTE pathway opportunities at DUSD for students and families. 3 full time classified staff to recruitment and engagement for students and families at \$52,440 each

#### **Benefits for 3 classified CTE Engagement Facilitator 2019-20**

##### **Institution**

Downey Unified

##### **2019-20 Budget Item Amount**

##### **Grant Funds Amount**

\$72,279

##### **Monetary Match Funds Amount**

\$144,558

##### **Expenditure Type**

3000 - Employee Benefits

##### **Related Activities**

- Activity 10.1: Hire CTE Engagement Facilitator to Promote CTE Pathways to Students and Families

##### **Brief Description of Expenditure**

Benefits for 3 classified CTE Engagement Facilitators to recruit, engage parents and students at \$24,093

#### **Child care for parent engagement sessions 2019-20**

##### **Institution**

Downey Unified

##### **2019-20 Budget Item Amount**

##### **Grant Funds Amount**

\$1,356

##### **Monetary Match Funds Amount**

\$2,712

**Expenditure Type**

2000 - Non-Instructional Salaries

**Related Activities**

- Activity 10.2: Creation of CTE Recruitment and Engagement Materials

**Brief Description of Expenditure**

Child care for parent engagement sessions by instructional assistant - \$33.90/hour x 40 hours

**Benefits for child care provider for parent engagement 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$151

**Monetary Match Funds Amount**

\$302

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 10.2: Creation of CTE Recruitment and Engagement Materials

**Brief Description of Expenditure**

Benefits for instructional assistant to provide child care for parent engagement sessions at \$3.15/hour x 48 hours

**Print CTE recruitment and engagement materials 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$15,000



**Monetary Match Funds Amount**

\$30,000

**Expenditure Type**

4000 - Supplies and Materials

**Related Activities**

- Activity 10.2: Creation of CTE Recruitment and Engagement Materials

**Brief Description of Expenditure**

Design and print student and family engagement print materials to showcase CTE pathways including courses offered in DUSD along with articulated & dual enrollment courses at community colleges and include career options related to pathway industry sectors

**Develop CTE showcase videos 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$140,000

**Monetary Match Funds Amount**

\$280,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 10.3: Develop Series of CTE Pathways Engagement Videos

**Brief Description of Expenditure**

Develop a series of CTE promotional engagement videos about all CTE pathways and outcomes to encourage recruitment of new students into programs. (20 videos x \$7000 each = \$140,000)

**Update and maintain CTE website 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$25,000

**Monetary Match Funds Amount**

\$50,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 10.4: Update and maintain Downey MADE Website

**Brief Description of Expenditure**

Update CTE Downey MADE website and include online catalog with regular updates; website will have videos.

**Salary for CTE faculty professional development 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$2,695

**Monetary Match Funds Amount**

\$5,390

**Expenditure Type**

1000 - Instructional Salaries

**Related Activities**

- Activity 11.1: CTE Faculty Recruitment, On-boarding, and Professional Development

**Brief Description of Expenditure**

Pay for 5 DUSD CTE pathway teachers to participate in new CTE teacher PD. 5 teachers x \$269.49 x 2 days

**Benefits for CTE faculty professional development 2019-20**



**Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$522

**Monetary Match Funds Amount**

\$1,044

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 11.1: CTE Faculty Recruitment, On-boarding, and Professional Development

**Brief Description of Expenditure**

Benefits for 5 DUSD CTE pathway teachers to participate in new CTE teacher PD. (Certificated Employee Benefits Statutory Benefit rate of 19.38%)

**Transportation for teacher professional development 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$580

**Monetary Match Funds Amount**

\$1,160

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 11.1: CTE Faculty Recruitment, On-boarding, and Professional Development

**Brief Description of Expenditure**

Transportation (Mileage rate) for 5 CTE pathway teachers to participate in educator externships with industry. 100 miles per round trip x 5 teachers x .58 cents (mileage rate) x 2 days

### **Fees for CTE professional development courses 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$17,100

**Monetary Match Funds Amount**

\$34,200

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 11.1: CTE Faculty Recruitment, On-boarding, and Professional Development

**Brief Description of Expenditure**

Fees for courses so all teachers teaching CTE pathways are highly qualified (\$1710 x 10 teachers)

### **Contract TA consultant for robust data system 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount**

**Grant Funds Amount**

\$86,000

**Monetary Match Funds Amount**

\$172,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Downey Unified will contract with a technical assistance data consultant responsible for ensuring that common countywide regional economic development and labor market data is used as the basis for all reporting to the CDE and



the California Community Colleges Chancellor's Office (CCCCO). The consultant will build upon the existing CTE data collection and reporting system to track and share K12 SWP student-level outcome data with state agencies. Downey Unified, along with partners— Cerritos College, Rio Hondo College, SELACO, and other key partner organizations—will help develop and implement protocols to ensure systems alignment in data reporting. DUSD has a data-sharing MOU with Cal-PASS Plus, and will continue to share data through this platform. The intent is to promote better use of data through common protocols for evaluating all CTE activities with robust data analysis and regular reporting of data findings for DUSD's data-informed decision-making.

### **Use data to ensure pathways align with labor market needs 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$53,500

**Monetary Match Funds Amount**

\$107,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Data consultant provide technical assistance and expertise to ensure CTE pathways target labor market needs of regional employers and promote formal agreements with postsecondary institutions for priority entrance for qualified students.

### **Build internal capacity for sustainable data system 2019-20**

**Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$46,350

**Monetary Match Funds Amount**

\$497,888

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.2: Build DUSD Internal Data Capacity

**Brief Description of Expenditure**

Data consultant will train DUSD staff to build internal staff capacity and ensure sustainability to oversee student-level data collection, analyses, and reporting after grant funds.

**Indirect 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$72,275

**Monetary Match Funds Amount**

Not Entered

**Expenditure Type**

Indirect Costs

**Related Activities**

- Activity 12.2: Build DUSD Internal Data Capacity

**Brief Description of Expenditure**

Indirect costs

**Benefits for CTE Coordinator/Math Integration Specialist 2019-20****Institution**

Downey Unified

**2019-20 Budget Item Amount****Grant Funds Amount**

\$48,838

**Monetary Match Funds Amount**



\$164,092

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 8.1: Hire CTE Coordinator/Math Integration Specialist

**Brief Description of Expenditure**

Benefits for CTE Coordinator/Math Integration Specialist at \$48,838

**2019 - 2020 Amount**

\$8,784,998

**2019 - 2020 Quarterly Expenditure Forecast**

	Q1	Q2	Q3	Q4
Percentage	25%	50%	75%	100%
Dollars	\$2,196,250	\$4,392,499	\$6,588,749	\$8,784,998

**2020 - 2021 Budget Items**

**Implement work-based learning at 3 high schools 2020-21**

**Institution**

Downey Unified

**2020-21 Budget Item Amount**

**Grant Funds Amount**

\$190,000

**Monetary Match Funds Amount**

\$380,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Develop, oversee, and manage all work-based learning including Downey MADE Work Experience to provide opportunities for all students to gain access to paid work experience or pre-apprenticeships, internships, industry certifications, and

WBL opportunities for industry to provide input to the CTE programs and curriculum. Provide a documented training plan and assignments are related to all WBL. Recruit industry partners and invite K-12 CTE pathway faculty to collaborate on activities for students on all levels of the CTE pathway including reviewing the knowledge and skill preparation needed for each WBL activity; provide robust assessment and documentation of student performance in the workplace; and orientation for workplace supervisors and students.

### **Contract with SELACO to provide job readiness services 2020-21**

**Institution**

Southeast Los Angeles County Workforce Development Board

**2020-21 Budget Item Amount**

**Grant Funds Amount**

\$234,000

**Monetary Match Funds Amount**

\$468,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Contract with SELACO to provide job readiness services

### **Salary for CTE Coordinator/Math Integration Specialist 2020-21**

**Institution**

Downey Unified

**2020-21 Budget Item Amount**

**Grant Funds Amount**

\$102,013

**Monetary Match Funds Amount**

\$400,000

**Expenditure Type**



## 1000 - Instructional Salaries

### Related Activities

- Activity 8.1: Hire CTE Coordinator/Math Integration Specialist

### Brief Description of Expenditure

Salary for one teacher on special assignment (TOSA) to be CTE Coordinator and Math Integration Specialist responsible for coordinating all CTE activities and integrating math into all CTE courses. Integrating math into CTE courses aligns with the LA/OC SWP regional plan's stated needs to expand the local Science, Technology, Engineering, Art, and Math (STEAM) talent pool through strategies that attract, engage, and connect with underrepresented students. CTE Coordinator/Math Integration Specialist (TOSA) responsible for coordinating all CTE activities and integrating core and CTE curriculum, and math integration into CTE at annual full-time salary \$102,013 each year x 2 years

## Expand, and sustain a robust CTE advisory committee 2020-21

### Institution

Downey Unified

### 2020-21 Budget Item Amount

### Grant Funds Amount

\$28,800

### Monetary Match Funds Amount

\$57,600

### Expenditure Type

5000 - Other Operating Expenses and Services

### Related Activities

- Activity 9.2: Recruit, Expand, and Sustain CTE Advisory Committee

### Brief Description of Expenditure

Expand and sustain a robust CTE advisory committee to address the needs of all DUSD CTE pathways. Provide project management for an active CTE advisory committee, composed of a variety of stakeholders (including industry and labor, secondary and postsecondary leaders, faculty, parents and students) meets at least twice a year to evaluate program progress and to engage in continuous improvement activities. Sustain meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for all CTE students.

## Salary for 3 CTE Engagement Facilitators 2020-21

### Institution

Downey Unified

**2020-21 Budget Item Amount**

**Grant Funds Amount**

\$157,320

**Monetary Match Funds Amount**

\$314,640

**Expenditure Type**

2000 - Non-Instructional Salaries

**Related Activities**

- Activity 10.1: Hire CTE Engagement Facilitator to Promote CTE Pathways to Students and Families

**Brief Description of Expenditure**

DUSD will hire 3 full time classified staff as CTE Engagement Facilitators responsible for promoting CTE pathways as well as recruiting and engaging students and families to know about the many CTE offerings in DUSD so they can make informed decisions about educational opportunities, especially CTE pathways and other resources in their local communities. In addition, implement ongoing activities of creating opportunities to showcase CTE pathway opportunities at DUSD for students and families. 3 full time classified staff to recruitment and engagement for students and families at \$52,440 each

**Benefits for 3 CTE Engagement Facilitators 2020-21**

**Institution**

Downey Unified

**2020-21 Budget Item Amount**

**Grant Funds Amount**

\$72,279

**Monetary Match Funds Amount**

\$144,558

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 10.1: Hire CTE Engagement Facilitator to Promote CTE Pathways to Students and Families

**Brief Description of Expenditure**

Benefits for 3 classified CTE Engagement Facilitators to recruit, engage parents and students at \$24,093



## **Print CTE recruitment and engagement materials 2020-21**

### **Institution**

Downey Unified

### **2020-21 Budget Item Amount**

### **Grant Funds Amount**

\$16,000

### **Monetary Match Funds Amount**

\$32,000

### **Expenditure Type**

4000 - Supplies and Materials

### **Related Activities**

- Activity 10.2: Creation of CTE Recruitment and Engagement Materials

### **Brief Description of Expenditure**

Oversee design, collection of updated information and distribution of CTE print and online catalog of programs and courses required at each grade, along with the aligned postsecondary pathway of courses.

## **Contract TA consultant for robust data system 2020-21**

### **Institution**

Downey Unified

### **2020-21 Budget Item Amount**

### **Grant Funds Amount**

\$86,000

### **Monetary Match Funds Amount**

\$172,000

### **Expenditure Type**

5000 - Other Operating Expenses and Services

### **Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Data consultant responsible for ensuring that common countywide regional economic development and labor market data is used as the basis for all reporting to the CDE and the California Community Colleges Chancellor's Office (CCCCO). The consultant will build upon the existing CTE data collection and reporting system to track and share K12 SWP student-level outcome data with state agencies. Downey Unified, along with partners— Cerritos College, Rio Hondo College, SELACO, and other key partner organizations—will help develop and implement protocols to ensure systems alignment in data reporting. DUSD has a data-sharing MOU with Cal-PASS Plus, and will continue to share data through this platform. The intent is to promote better use of data through common protocols for evaluating all CTE activities with robust data analysis and regular reporting of data findings for DUSD's data-informed decision-making.

**Use data to ensure pathways align with labor market needs 2020-21****Institution**

Downey Unified

**2020-21 Budget Item Amount****Grant Funds Amount**

\$53,500

**Monetary Match Funds Amount**

\$107,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Data consultant provides technical assistance and expertise to ensure CTE pathways target labor market needs of regional employers and promote formal agreements with postsecondary institutions for priority entrance for qualified students.

**Build internal capacity for sustainable data system 2020-21****Institution**

Downey Unified

**2020-21 Budget Item Amount****Grant Funds Amount**

\$46,350



**Monetary Match Funds Amount**

\$497,889

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.2: Build DUSD Internal Data Capacity

**Brief Description of Expenditure**

Data consultant will train DUSD staff to build internal staff capacity and ensure sustainability to oversee student-level data collection, analyses, and reporting after grant funds.

**Benefits for CTE Coordinator/Math Integration Specialist 2020-21****Institution**

Downey Unified

**2020-21 Budget Item Amount****Grant Funds Amount**

\$48,838

**Monetary Match Funds Amount**

\$164,092

**Expenditure Type**

3000 - Employee Benefits

**Related Activities**

- Activity 8.1: Hire CTE Coordinator/Math Integration Specialist

**Brief Description of Expenditure**

Benefits for CTE Coordinator/Math Integration Specialist at \$48,838

**Indirect Costs 2020-21****Institution**

Downey Unified

**2020-21 Budget Item Amount****Grant Funds Amount**

\$22,010

**Monetary Match Funds Amount**

Not Entered

**Expenditure Type**

Indirect Costs

**Related Activities**

- Activity 1.1: Collaborate with Cerritos College on IT Pathway Creation

**Brief Description of Expenditure**

Indirect Costs at 4%

**2020 - 2021 Amount**

\$3,794,889

**2020 - 2021 Quarterly Expenditure Forecast**

	Q1	Q2	Q3	Q4
Percentage	25%	50%	75%	100%
Dollars	\$948,722	\$1,897,445	\$2,846,167	\$3,794,889

**2021 - 2022 Budget Items****Implement work-based learning at 3 high schools 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$70,000

**Monetary Match Funds Amount**

\$140,000

**Expenditure Type**

5000 - Other Operating Expenses and Services



**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Develop, oversee, and manage all work-based learning including Downey MADE Work Experience to provide opportunities for all students to gain access to paid work experience or pre-apprenticeships, internships, industry certifications, and WBL opportunities for industry to provide input to the CTE programs and curriculum. Provide a documented training plan and assignments are related to all WBL. Recruit industry partners and invite K-12 CTE pathway faculty to collaborate on activities for students on all levels of the CTE pathway including reviewing the knowledge and skill preparation needed for each WBL activity; provide robust assessment and documentation of student performance in the workplace; and orientation for workplace supervisors and students.

**Contract with SELACO to provide job readiness services 2021-22****Institution**

Southeast Los Angeles County Workforce Development Board

**2021-22 Budget Item Amount****Grant Funds Amount**

\$234,000

**Monetary Match Funds Amount**

\$468,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 5.1: Expand Work-Based Learning Opportunities

**Brief Description of Expenditure**

Contract with SELACO to provide job readiness services

**Expand and sustain a robust CTE advisory committee 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$14,400

**Monetary Match Funds Amount**

\$28,800

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 9.2: Recruit, Expand, and Sustain CTE Advisory Committee

**Brief Description of Expenditure**

Expand and sustain a robust CTE advisory committee to address the needs of all DUSD CTE pathways. Provide project management for an active CTE advisory committee, composed of a variety of stakeholders (including industry and labor, secondary and postsecondary leaders, faculty, parents and students) meets at least twice a year to evaluate program progress and to engage in continuous improvement activities. Sustain meaningful industry and labor partnerships, evidenced by written agreements and through participation on advisory committees and collaboration with business and labor organizations to provide opportunities for all CTE students.

**Print CTE recruitment and engagement materials 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$20,000

**Monetary Match Funds Amount**

\$40,000

**Expenditure Type**

4000 - Supplies and Materials

**Related Activities**

- Activity 10.2: Creation of CTE Recruitment and Engagement Materials

**Brief Description of Expenditure**

Oversee design, collection of updated information and distribution of CTE print and online catalog of programs and courses required at each grade, along with the aligned postsecondary pathway of courses.

**Contract TA consultant for robust data system 2021-22**



**Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$86,000

**Monetary Match Funds Amount**

\$172,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Data consultant responsible for ensuring that common countywide regional economic development and labor market data is used as the basis for all reporting to the CDE and the California Community Colleges Chancellor's Office (CCCCO). The consultant will build upon the existing CTE data collection and reporting system to track and share K12 SWP student-level outcome data with state agencies. Downey Unified, along with partners— Cerritos College, Rio Hondo College, SELACO, and other key partner organizations—will help develop and implement protocols to ensure systems alignment in data reporting. DUSD has a data-sharing MOU with Cal-PASS Plus, and will continue to share data through this platform. The intent is to promote better use of data through common protocols for evaluating all CTE activities with robust data analysis and regular reporting of data findings for DUSD's data-informed decision-making.

**Use data to ensure pathways align with labor market needs 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$53,500

**Monetary Match Funds Amount**

\$107,000

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.1: Contract TA Consultants for Development of Robust Reliable Data System

**Brief Description of Expenditure**

Data consultant provides technical assistance and expertise to ensure CTE pathways target labor market needs of regional employers and promote formal agreements with postsecondary institutions for priority entrance for qualified students.

**Build internal capacity for sustainable data system 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$46,350

**Monetary Match Funds Amount**

\$497,888

**Expenditure Type**

5000 - Other Operating Expenses and Services

**Related Activities**

- Activity 12.2: Build DUSD Internal Data Capacity

**Brief Description of Expenditure**

Data consultant will train DUSD staff to build internal staff capacity and ensure sustainability to oversee student-level data collection, analyses, and reporting after grant funds.

**Indirect Costs 2021-22****Institution**

Downey Unified

**2021-22 Budget Item Amount****Grant Funds Amount**

\$6,423

**Monetary Match Funds Amount**

Not Entered

**Expenditure Type**

Indirect Costs



**Related Activities**

- Activity 1.1: Collaborate with Cerritos College on IT Pathway Creation

**Brief Description of Expenditure**

Indirect Costs at 4%














**2021 - 2022 Amount**

\$1,984,361







**2021 - 2022 Quarterly Expenditure Forecast**

	Q1	Q2	Q3	Q4
Percentage	25%	100%	100%	100%
Dollars	\$496,090	\$1,984,361	\$1,984,361	\$1,984,361

**Supporting Documents**

Document Title	Type	Uploaded	Comment
<b>K12 SWP Application: Downey MA DE Stronger</b>  <a href="#">View PDF</a>  <a href="#">View HTML</a>	K12 SWP Application	3/15/2019, 11:13:36 AM	This file was automatically generated at completion of workflow step "Application Submitted"
<b>K12 SWP Application: Downey MA DE Stronger</b>  <a href="#">View PDF</a>  <a href="#">View HTML</a>	K12 SWP Application	3/15/2019, 10:48:00 AM	This file was automatically generated at completion of workflow step "Application Submitted"
<b>K12 SWP Application: Downey MA DE Stronger</b>  <a href="#">View PDF</a>  <a href="#">View HTML</a>	K12 SWP Application	3/15/2019, 1:08:56 AM	This file was automatically generated at completion of workflow step "Application Submitted"
<b>K12 SWP 2019-20 Letter of Intent: Downey MADE Work Experience to Support Students in All DUSD Path ways</b>  <a href="#">View PDF</a>  <a href="#">View HTML</a>	SWP-K12 Letter of Intent	1/29/2019, 2:18:44 PM	This file was automatically generated at completion of workflow step "Application Started"
<b>K12 SWP Certified Project: LA-19 Downey USD: Downey MADE Stronger</b>  <a href="#">View PDF</a>  <a href="#">View HTML</a>	K12 SWP Plan	6/17/2019, 4:27:33 PM	This file was automatically generated at completion of workflow step "Plan Certified"
 <a href="#">DowneyLCAP 2018_K12 SWP.final.pdf</a>	Match Documentation	3/15/2019, 9:00:44 AM	Downey LCAP for 2018-19 with CTE highlighted in document
 <a href="#">DUSD K12 SWP Ltrs of Commitment.pdf</a>	Letter of Commitment	3/14/2019, 11:55:44 PM	Downey Unified School District Letters of Commitment with Financial & In-Kind Support in Letters
 <a href="#">Downey Unified K12 SWP Budget Narrative.pdf</a>	Charts & Diagrams	3/14/2019, 11:54:54 PM	Downey Unified K12 SWP Budget Narrative



Document Title	Type	Uploaded	Comment
 <a href="#">COE Cybersecurity.data 2018.pdf</a>	Economic Data/Labor Market Information	3/14/2019, 11:50:35 PM	Centers of Excellence (June 2018) Cybersecurity: Labor Market Analysis and Statewide Survey Results From California Employers and Postsecondary Institutions
 <a href="#">Industrial Maintenance Technician (1).pdf</a>	Economic Data/Labor Market Information	3/14/2019, 11:46:08 PM	Centers of Excellence (December 2018) Program Endorsement Brief: 0945.00/Industrial Systems Technology and Maintenance
 <a href="#">SWP LA Regional Plan v14 FINAL.pdf</a>	Economic Data/Labor Market Information	3/14/2019, 11:44:30 PM	Strong Workforce Program Los Angeles Regional Plan (January 2017)
 <a href="#">Local Long-Term.pdf</a>	Economic Data/Labor Market Information	3/14/2019, 11:38:54 PM	EDD 2014-2024 Local Employment Projections Highlights for Los Angeles-Long Beach-Glendale MD
 <a href="#">Final CCW Report Web 10.3.pdf</a>	Economic Data/Labor Market Information	3/14/2019, 11:35:15 PM	Center for a Competitive Workforce (2017) "LA & Orange County Community Colleges: Powering Economic Opportunity"
 <a href="#">CA ICT LMI EXCEL.xlsx</a>	Economic Data/Labor Market Information	3/14/2019, 11:30:03 PM	CA ICT Labor Market Information 2016-2026

## ADA Totals

Name	ADA	Agency Type
Cerritos College	0	College
Downey Unified	11,137.51	Unified School District
Los Angeles Co. Office of Education	0	County Office of Education (COE)
Rio Hondo College	0	College

## Certification

### Regional Signing Authority - Los Angeles

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Approved by Karen Childers

2019-06-17



California  
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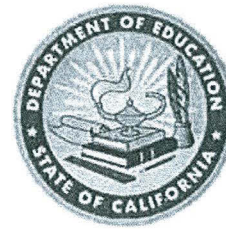
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EXHIBIT B:  
Intent to Award Memo



April 30, 2019

### **K12 Strong Workforce Program 2018-2019 Intent to Award**

The California Community Colleges Chancellor's Office – Division of Workforce and Economic Development, in partnership with California Department of Education is pleased to formally announce the 2018-19 funding awards for the K12 Strong Workforce Program. This memorandum is a formal notification of the intent to award.

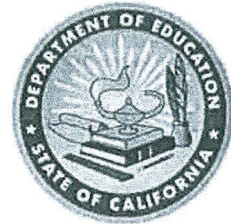
During the first year of implementation, we sincerely thank and acknowledge the efforts of statewide Local Educational Agencies to apply for funding, and for the selection committee members who worked hard to score and make decisions on funding levels. All completed applications received by March 15, 2019 for K12 SWP funding were reviewed and competitively scored. Below is a list of all awarded applications.

Each Lead Agency for a funded application will receive a formal email notification of the grant award before the end of this **Friday, May 3, 2019** (please check your spam folder). In the email body, the grantee can either accept or reject the award amount. Grantees will have until **Wednesday, May 8 at 5:00PM** to respond to this email.

Once accepted, the K12 SWP fiscal agent in your region will contact each Lead Agency receiving funding to request signatures, and technical work plan changes, including budget amendments that might be needed to complete the execution of the grant agreement. A copy of the fully executed grant agreement will be provided to each Lead Agency. For audit purposes, Lead Agencies should retain a copy of the grant agreement, the RFA Specifications, and the Workforce and Economic Development Division Request for Applications Instructions, Terms and Conditions.

Please provide this memorandum to the Lead Agency. If for some reason you are listed as a grant recipient below, but you do not receive an email notification, then please contact the region in which you applied <https://bit.ly/2cFfKmv>, or the K12 SWP helpdesk at [K12SWP@cccco.edu](mailto:K12SWP@cccco.edu).





## Intent to Award K12 Strong Workforce Program

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
Bay Area	Alameda Co. Office of Education	STEAM AHEAD: Digital Media, Advanced Manufacturing, and Information Technology and Big DATA	\$566,250
Bay Area	Alameda Co. Office of Education	Pathways +: Farm to Fork Careers - Community Health, Culinary, Sustainable Agriculture, Business	\$566,250
Bay Area	Alameda Co. Office of Education	Alignment Bay Area: Infrastructure to strengthen regional Career Ed systems for all student success	\$566,250
Bay Area	Alameda Unified	Biotech Talent Pipeline	\$145,275
Bay Area	Berkeley Unified	Digital Media	\$167,244
Bay Area	Berkeley Unified	Engineering & Design	\$180,284
Bay Area	Berkeley Unified	Public Health	\$186,250
Bay Area	Contra Costa County ROP	ICT, Health Science and Medical Technologies, Adv. Manufacturing & Engineering	\$2,266,234
Bay Area	East Palo Alto Academy	The Dream Lab: Using Experiential Learning to Promote College Persistence and Workforce Integration	\$207,730
Bay Area	East Side Union High	East Side Career Pathways : <a href="https://eastsidcareerpathways.org/">https://eastsidcareerpathways.org/</a>	\$1,971,697
Bay Area	Eden Area ROP	Pathway Alignment and Strategic Support (PASS)	\$1,579,356
Bay Area	Five Keys Independence HS (SF Sheriff's)	From JAIL-BASED HIGH SCHOOL to COLLEGE & CAREERS (Bay Area)	\$116,175
Bay Area	Healdsburg Unified	Agriculture	\$352,670
Bay Area	Leadership Public Schools - Hayward	LPS Hayward Business and Entrepreneurship Pathway	\$393,084
Bay Area	Liberty Union High	Systems Diagnostics, Service, and Repair	\$93,877
Bay Area	Lighthouse Community Charter High	Manufacturing and Product Development (CALPADS ): Product Innovation & Design Pathway at Lighthouse	\$339,250
Bay Area	Marin County ROP	Marin County Career Technical Education and Innovation Collaborative	\$906,052
Bay Area	Mission Trails ROP	Monterey County (MC) Regional Stackable Skills Certificates and Guided Pathways	\$2,002,550
Bay Area	Mission Trails ROP	Monterey County (MC) Regional Work-Based Learning and Post-secondary Pathways	\$2,330,715
Bay Area	Monterey Co. Office of Education	MCOE and Hartnell College: Information and Communications Technologies and Digital Media	\$111,750
Bay Area	Mt. Diablo Unified	College/Career Bridge Program	\$291,020
Bay Area	Napa County ROP	Align Napa Valley, Calistoga, St. Helena and Dixon pathways with Napa, Santa Rosa, and Solano CC	\$1,471,981
Bay Area	Oakland Military Institute, College Preparatory Academy	Career Pathways Expansion Plan	\$591,242

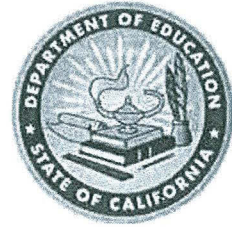




Bay Area	Oakland Unified	Oakland Unified: Pathways to Prosperity	\$2,516,250
Bay Area	Palo Alto Unified	Early Childhood Development	\$371,250
Bay Area	Pittsburg Unified	Auto - Systems Diagnostics & Services	\$586,756
Bay Area	San Benito High	Systems Diagnostics, Service & Repair	\$6,000
Bay Area	San Francisco Unified	San Francisco Unified School District (SFUSD)	\$2,391,250
Bay Area	San Leandro Unified	Alternate Pathways to Career Success Through a Comprehensive Pre-Apprenticeship Program	\$156,599
Bay Area	San Mateo Co. Office of Education	Strengthening CTE Pathways	\$1,841,250
Bay Area	Santa Cruz Co. Office of Education	SCCOE Consortium: Pathways to Employment	\$707,812
Bay Area	Sequoia Union High	Strengthening Pathways to Community College	\$1,125,902
Bay Area	SIATech San Jose	SIATech SJ SWP Career Pathways	\$189,228
Bay Area	SIATech San Jose	SIATech Charter High School and Opportunity Youth Academy K12 SWP Pathway Program	\$535,831
Bay Area	Solano Co. Office of Education	Align Solano County Engineering/Manufacturing pathways to Solano Community College	\$370,366
Bay Area	Sonoma Valley Unified	Digital Arts Media and Entertainment: Production and Managerial Arts	\$84,511
Bay Area	Sonoma Valley Unified	AgriTechnology Pathway	\$139,497
Bay Area	Tri-Valley ROP	Enhancing and Expanding Targeted High Quality CTE Programs to Maximize Alignment with Post-Secondary	\$549,238
Bay Area	Vacaville Unified	Enhancing the Current Agriculture Pathways to Include Horticulture and Floriculture	\$50,579
Bay Area	West Contra Costa Unified	Health Career Pathways and Workforce Alignment	\$396,639
		Total	\$29,422,144

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
Central/Mother Lode	Amador County Unified	Computer Science and Media Design Pathway Improvement Plan	\$126,878
Central/Mother Lode	Calaveras Unified	Ag Mechanics/Welding	\$63,508
Central/Mother Lode	Calaveras Unified	Engineering Technology - Advanced Manufacturing	\$88,840
Central/Mother Lode	Clovis Unified	CTE Advancement toward College and Career for Every Single Student (CTE ACCESS) Program	\$1,026,695
Central/Mother Lode	Fresno Unified	Broadening Quality CTE Pathways	\$1,850,584
Central/Mother Lode	Hilmar Unified	Hilmar High School - Ornamental Horticulture - Tissue Culture Lab	\$46,162
Central/Mother Lode	Kern Co. Office of Education	Construction Technology Pathway	\$377,098
Central/Mother Lode	Kern Co. Office of Education	Pathway Awareness & Recruitment	\$389,750





Central/Mother Lode	Kern High ROC	Increasing High Quality CTE Opportunities for Students	\$2,423,986
Central/Mother Lode	Le Grand Union High	Partnership for Ag Career Expansion (PACE) Project	\$250,000
Central/Mother Lode	Linden Unified	Linden High School Culinary Arts Program	\$136,023
Central/Mother Lode	Lodi Unified	Bear Creek High School Agriculture Pathway	\$401,063
Central/Mother Lode	Madera Unified	Health Expansion Project	\$1,000,000
Central/Mother Lode	Manteca Unified	BE.tech Emergency Room	\$74,114
Central/Mother Lode	Manteca Unified	Manteca USD Advantage Future Teachers	\$300,000
Central/Mother Lode	McFarland Unified	McFarland Agricultural Business Sustainability Program	\$45,356
Central/Mother Lode	Merced City Elementary	MCSD Middle School Career Exploration Initiative	\$272,746
Central/Mother Lode	Merced County ROP	Central Allied Medical Pathway (CAMP)	\$969,678
Central/Mother Lode	Porterville Unified	Strengthen and expand systemic CTE alignment efforts between district, college, and workforce.	\$1,182,225
Central/Mother Lode	Ripon Unified	Agriculture Pathways (Agriscience, Mechanics, and Business) Exploration, Immersion, and Retention	\$155,000
Central/Mother Lode	San Joaquin Co. Office of Education	San Joaquin County Office of Education Operations Pathway	\$125,000
Central/Mother Lode	Taft Union High	Health Careers	\$91,250
Central/Mother Lode	Taft Union High	Protective Services,	\$142,720
Central/Mother Lode	Tulare Co. Office of Education	Increase Intersegmental Participation to Expand Opportunities for Successful Student Transitions	\$4,498,589
Central/Mother Lode	Valley ROP	Welding Technology and Advanced Manufacturing	\$608,423
Central/Mother Lode	Valley ROP	Nursing/Healthcare	\$729,907
Central/Mother Lode	Visalia Technical Early College	Early College Agricultural Pathways	\$496,000
Central/Mother Lode	Wasco Union High	Wasco Union HSD Career Pathway Expansion - Industrial Automation	\$500,000
Central/Mother Lode	Wonderful College Prep Academy	Real-World Math & Writing Applications for Ag Careers	\$400,000
Central/Mother Lode	Yosemite ROP	Central Valley Career Collaboration & Navigation	\$3,599,875
		Total	\$22,371,470





Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
Inland Empire/Desert	Apple Valley Unified	High Desert Cosmetology & Barbering - MDCP	\$250,000
Inland Empire/Desert	Apple Valley Unified	High Desert Automotive Pathways Improvements - MDCP	\$314,500
Inland Empire/Desert	Apple Valley Unified	High Desert Region-Wide High Quality CTE Improvements - MDCP	\$461,809
Inland Empire/Desert	Apple Valley Unified	High Desert Medical Pathways Improvements - MDCP	\$650,000
Inland Empire/Desert	Baldy View ROP	Pathway Improvement & Expansion Aligned With Chaffey College	\$2,056,250
Inland Empire/Desert	Beaumont Unified	Graphic Production Technologies	\$155,000
Inland Empire/Desert	Beaumont Unified	Patient Care Pathway	\$222,586
Inland Empire/Desert	Beaumont Unified	Engineering and Manufacturing	\$635,260
Inland Empire/Desert	Chaffey Joint Union High	Alignment of CJUHSD and FUSD Industry Sector Academic & CTE Pathways to Community College Programs	\$1,531,866
Inland Empire/Desert	Colton-Redlands-Yucaipa ROP	Well Prepared College and Career Readiness through Work Based Learning (WBL)	\$4,097,160
Inland Empire/Desert	Corona-Norco Unified	CNUSD WBL+ (work-based learning)	\$1,500,000
Inland Empire/Desert	Jurupa Unified	Residential and Commercial Construction - Jurupa Valley High School	\$40,582
Inland Empire/Desert	Jurupa Unified	Operations - Nueva Vista High School	\$40,582
Inland Empire/Desert	Jurupa Unified	Patient Care - Rubidoux High School	\$81,164
Inland Empire/Desert	Mojave Unified	Airframe and Powerplant General Aviation Maintenance Technician I, II, III	\$133,750
Inland Empire/Desert	Moreno Valley Unified	Cyber Career Pathway	\$641,781
Inland Empire/Desert	Murrieta Valley Unified	Building and Construction Pathway Creation	\$80,000
Inland Empire/Desert	Palm Springs Unified	PSUSD CTE Academy and Pathway Recruitment and Retention	\$999,931
Inland Empire/Desert	Riverside Co. Office of Education	RCOE Alternative Education/Special Education Strong Workforce Program	\$200,000
Inland Empire/Desert	Riverside Unified	RUSD Student Certification Pipeline	\$1,637,204
Inland Empire/Desert	San Bernardino City Unified	Arroyo Valley CORE	\$368,175
Inland Empire/Desert	San Bernardino County ROP	Targeted Program Improvement and Expansion	\$2,315,762





Inland Empire/Desert	Santa Rosa Academy	Santa Rosa Academy Engineering Program Improvement	\$48,080
Inland Empire/Desert	SIATech Indio	SIATech Inland Empire: Health, ICT-DM, and Manufacturing	\$250,000
Inland Empire/Desert	Temecula Valley Unified	MANUFACTURING and PRODUCT DEVELOPMENT - High Demand, High Salary, High Regional Impact, High Five!	\$250,000
Total			\$18,961,442

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
Los Angeles	ABC Unified	Systems Diagnostics and Repair in the 21st Century	\$189,252
Los Angeles	Bassett Unified	College and Career Pathway Improvement	\$130,519
Los Angeles	Beverly Hills Unified	Implement New High School CTE Pathways	\$87,012
Los Angeles	Birmingham Community Charter High	Engineering, Patient Care, Information Tech, Business, Culinary Arts, and Digital Media Enhancement	\$609,087
Los Angeles	Burbank Unified	Digital Media	\$164,526
Los Angeles	Burbank Unified	Digital Media, Engineering, Health Science, Business.	\$242,116
Los Angeles	California Advancing Pathways for Students in Los Angeles County	Expanding Production and Managerial Arts- Stage Production Technology-Technical Theater	\$183,354
Los Angeles	California Advancing Pathways for Students in Los Angeles County	Patient Care/Health Care/Health Services- Expanding Opportunities	\$330,722
Los Angeles	Centinela Valley Union High	Comprehensive Pathway Improvements for CTE Success	\$870,124
Los Angeles	Compton Unified	Adding CTE Programs for Cesar Chavez Continuation School Students	\$410,162
Los Angeles	Covina-Valley Unified	Arts Media and Entertainment: Visual Com. Art, Prof. Theatre, Film/Video Production, Animation	\$261,037
Los Angeles	Culver City Unified	Performing and Production Arts Pathways	\$108,765
Los Angeles	Downey Unified	Downey MADE Stronger	\$4,341,773
Los Angeles	East San Gabriel Valley ROP	Culinary Arts	\$217,531
Los Angeles	East San Gabriel Valley ROP	Graphics Arts & Game Design	\$308,372
Los Angeles	El Monte Union High	Manufacturing	\$143,570
Los Angeles	El Monte Union High	Patient Care	\$243,634
Los Angeles	Glendale Unified	Guided Pathways to Prepare Student for 21st Century Demands	\$1,305,185
Los Angeles	Hacienda la Puente Unified	Career Preparation for Success in the 21st Century	\$544,915
Los Angeles	Inglewood Unified	Construction Pathway	\$41,331
Los Angeles	LA's Promise Charter High #1	SLATE-Z Strong Workforce Pathway Connections	\$2,197,027
Los Angeles	Long Beach Unified	Health Science and Medical Technology	\$469,866
Los Angeles	Los Angeles Academy of Arts & Enterprise Charter	Business, Digital Arts and The Creative Economy	\$140,000
Los Angeles	Los Angeles Co. Office of Education	Design, Visual, and Media Arts	\$261,037
Los Angeles	Los Angeles Co. Office of Education	Residential and Commercial Construction	\$326,297

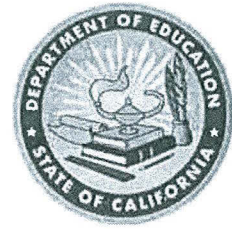




Los Angeles	Los Angeles Unified	Continuation Students Explore Careers and Pursue Industry Certification	\$870,124
Los Angeles	Los Angeles Unified	Creating Optimum Opportunities for Success after High School	\$870,124
Los Angeles	Los Angeles Unified	Linked Learning Summer Bridge to Industry and Community College	\$1,833,517
Los Angeles	Lynwood Unified	Lynwood USD/Compton College CTE Pathway Development	\$80,051
Los Angeles	Norwalk-La Mirada Unified	Pathways to Success	\$870,123
Los Angeles	Options for Youth San Gabriel	Pathways to Success - Los Angeles	\$870,124
Los Angeles	Pasadena Unified	Expanding Work-Based Learning	\$815,647
Los Angeles	Pomona Unified	Hospitality, Tourism, and Recreation	\$256,251
Los Angeles	Port of Los Angeles High	Port of Los Angeles High School CTE Pathway Improvement	\$65,259
Los Angeles	Rowland Unified	Improving Career Pathways for all Students	\$542,620
Los Angeles	Santa Monica-Malibu Unified	Design, Visual, and Media Arts	\$21,588
Los Angeles	SIATech Academy South	SIATech SAS: Health, ICT, Transportation	\$247,876
Los Angeles	South Pasadena Unified	STEM Pathways	\$139,220
Los Angeles	Tri-Cities ROP	Information and Communication Technologies Digital Media Pathway Expansion and Improvement	\$745,138
Los Angeles	Tri-Cities ROP	Advanced Automotive/Transportation	\$1,131,970
Los Angeles	Tri-Cities ROP	Health and Medical Sciences Pathway Student Transitions and Employment Successes	\$1,862,776
Los Angeles	Vaughn Next Century Learning Center	Vaughn K-14 College-Career Pathways Project	\$710,032
Total			\$26,059,654

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
North/Far North	Anderson Union High	Manufacturing and Product Development	\$104,331
North/Far North	Anderson Valley Unified	Greener Paths	\$111,606
North/Far North	Chico Unified	All Chico Unified School District CTE Pathways	\$850,000
North/Far North	Corning Union High	Corning Union High School Patient Care	\$76,788
North/Far North	Corning Union High	Rodgers Ranch Agriculture and Natural Resources	\$340,000
North/Far North	El Dorado Union High	Work-Based Learning for Continuation High School Students	\$87,500
North/Far North	El Dorado Union High	Agricultural Mechanics	\$151,941
North/Far North	El Dorado Union High	Product Innovation and Design	\$431,006
North/Far North	Elk Grove Unified	Enhancing postsecondary transitions for alternative education students	\$94,019





North/Far North	Elk Grove Unified	College and Career Readiness - Healthcare Pipeline	\$155,422
North/Far North	Elk Grove Unified	Supporting transitions to guided pathways	\$157,579
North/Far North	Elk Grove Unified	Creating an Advanced Manufacturing Pathway	\$162,759
North/Far North	Elk Grove Unified	Pipeline to the Fire Service	\$164,132
North/Far North	Elk Grove Unified	Building the Construction Pipeline	\$180,643
North/Far North	Elk Grove Unified	7-14 CTE Pipeline for Students with Disabilities	\$181,298
North/Far North	Eureka City Schools	Systems Diagnostics, Service and Repair- Moving EHS Auto to 21st Century	\$11,141
North/Far North	Eureka City Schools	Cyber Security at EHS	\$12,627
North/Far North	Eureka City Schools	Digital Design and Prototyping in Engineering	\$17,765
North/Far North	Eureka City Schools	Eureka High School Ag Mechanics- Industry Standard	\$24,396
North/Far North	Folsom-Cordova Unified	Manufacturing - "Train the Trainer" (Industry-led Professional Development)	\$35,000
North/Far North	Folsom-Cordova Unified	Patient Care CTE Pathway in an International Baccalaureate Career Programme (IB-CP) .	\$139,132
North/Far North	Fort Sage Unified	Fort Sage CTE Program Improvements	\$40,280
North/Far North	Fortuna Union High	Agriculture	\$495,897
North/Far North	Forty-Niner ROP	Construction and Building Trades Pathways	\$109,521
North/Far North	Forty-Niner ROP	Health Careers Skills Development for Special Populations	\$243,704
North/Far North	Forty-Niner ROP	Building a Work-Based Learning Infrastructure	\$640,676
North/Far North	Glenn Co. Office of Education	CTE Consortium/Collaborative WBL Continuum	\$124,600
North/Far North	Gridley Unified	GHS Pathway Academies	\$406,655
North/Far North	Humboldt Co. Office of Education	Health Career Exploration Project Support	\$83,088
North/Far North	Humboldt Co. Office of Education	Trades Academy	\$170,000
North/Far North	Lassen Union High	Soil and Water Management & Sustainability	\$13,250
North/Far North	Lassen Union High	Business Management Computer Lab and Maintenance Plan	\$38,500



North/Far North	Lassen Union High	Production Arts and Design	\$38,850
North/Far North	Modoc Joint Unified	Modoc High School CTE Programs	\$71,532
North/Far North	Nevada Joint Union High	Nevada Union High School (NUHS) Advanced Manufacturing Pathway	\$128,493
North/Far North	Plumas Co. Office of Education	Agriculture	\$34,632
North/Far North	Potter Valley Community Unified	Agriculture	\$100,000
North/Far North	Sacramento City Unified	SCUSD College to Career Pathways	\$860,000
North/Far North	Sacramento County ROP	Accelerating College Transition	\$304,483
North/Far North	Sacramento County ROP	Information and Communication Technologies (ICT) Hub	\$952,192
North/Far North	San Juan Unified	New Teacher Support	\$25,990
North/Far North	SAVA: Sacramento Academic and Vocational Academy	Expanding Hospitality Pathway with a Mobile Professional Kitchen	\$260,000
North/Far North	SAVA: Sacramento Academic and Vocational Academy	Expanding Capstone Internship Opportunities with a Workforce Coordinator	\$260,000
North/Far North	Scott Valley Unified	Etna HS Pathways	\$169,457
North/Far North	Shasta Union High	Green Up and Grow!	\$80,301
North/Far North	Shasta Union High	Shasta High School Medical Training Facility	\$288,435
North/Far North	Shasta Union High	REACT: Robotics Engineering Articulation, Certification and Training	\$487,749
North/Far North	Shasta-Trinity ROP	Transportation - Diagnostics and Repair	\$28,000
North/Far North	Shasta-Trinity ROP	Medical Careers - Patient Care	\$29,730
North/Far North	SIATech Sacramento	SIATech Sac Agri-Business, Health IT	\$208,568
North/Far North	Siskiyou Union High	Siskiyou UHSD - Happy Camp, McCloud, Mount Shasta, Weed - Strong Workforce Program	\$364,282
North/Far North	Success One!	Success One! AME - Recording Arts Pathway	\$60,000
North/Far North	Tahoe-Truckee Unified	Externships!	\$105,000
North/Far North	Tahoe-Truckee Unified	Turning Gone Boarding into a MAN Pathway with Business and Entrepreneurship	\$264,000
North/Far North	Tahoe-Truckee Unified	CTSO, Student Competitions, and WBL!	\$395,250





North/Far North	Tahoe-Truckee Unified	Expanding WBL across all CTE Pathways!	\$478,250
North/Far North	Tri-County ROP	Tri-County ROP/CTE Consortium	\$974,903
North/Far North	Trinity Co. Office of Education	Middle School Career Exploration Initiative	\$46,641
North/Far North	Twin Rivers Unified	Hospitality, Tourism, and Recreation- Food Service and Hospitality/ Culinary	\$100,000
North/Far North	Twin Rivers Unified	Work Experience/ Work Based Learning	\$200,000
North/Far North	Twin Rivers Unified	Dual Enrollment Expansion and Improvement	\$223,681
North/Far North	Twin Rivers Unified	TK-14 CTE Capacity and Alignment	\$250,000
North/Far North	Wheatland	Helping Us Grow by Building Strong Roots	\$231,817
North/Far North	Willows Unified	Health Pathway - Medical Careers - Expansion - Improvement	\$25,800
North/Far North	Willows Unified	Agricultural/Natural Resources	\$50,000
North/Far North	Yolo County ROP	New Pathways for Yolo County Workforce Needs	\$139,578
North/Far North	Yolo County ROP	Yolo Regional System of Support for Student Success	\$596,779
North/Far North	Yuba City Unified	Computer Science: Systems Programming	\$34,000
North/Far North	Yuba City Unified	Animal Science: Veterinary Assisting	\$46,000
North/Far North	Yuba City Unified	Engineering Design	\$50,000
Total			\$14,819,649

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
Orange County	Garden Grove Unified	CTE Student Leadership	\$75,000
Orange County	Orange County Department of Education	Heightening Work-Based Learning in Orange County (OC Pathways Consortium Initiative 8 of 8)	\$219,773
Orange County	Orange County Department of Education	Forming Orange County Integrated Pathway Teams (OC Pathways Consortium Initiative 6 of 8)	\$400,000
Orange County	Orange County Department of Education	Creating Industry Certification Opportunities for OC (OC Pathways Consortium Initiative 3 of 8)	\$529,017
Orange County	Orange County Department of Education	Enhancing Career Education Pedagogies (OC Pathways Consortium Initiative 5 of 8)	\$1,453,128
Orange County	Orange County Department of Education	Designing Career Based Student Leadership in OC (OC Pathways Consortium Initiative 4 of 8)	\$1,999,828





Orange County	Orange County Department of Education	Building CTE Dual Enrollment in Orange County (OC Pathways Consortium Initiative 2 of 8)	\$2,109,168
Orange County	Orange County Department of Education	Advancing Career Counseling in Orange County (OC Pathways Consortium Initiative 1 of 8)	\$4,630,549
Orange County	Santa Ana Unified	College and Career Focused Culture	\$1,411,910
Total			\$12,828,373

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
San Diego/Imperial	Carlsbad Unified	CUSD Career Pathway Continuum Project	\$956,203
San Diego/Imperial	Coronado Unified	Middle and High School Career Development and Pathway Improvement	\$123,171
San Diego/Imperial	Escondido Union High	Strong Workforce Program K-12 Escondido Union High School District	\$809,527
San Diego/Imperial	Grossmont Union High	Career Development Support, Pathway Expansion and Improvement in Priority Sectors	\$1,135,301
San Diego/Imperial	Imperial Co. Office of Education	Middle School Career Development	\$351,617
San Diego/Imperial	Imperial Valley ROP	Imperial Valley Health and Public Services Consortium (HAPI)	\$3,823,683
San Diego/Imperial	North County Trade Tech High	Expanded Career Pathways and Increased Engagement with middle school, high school and local industry	\$152,000
San Diego/Imperial	Oceanside Unified	High School Engagement	\$252,280
San Diego/Imperial	Poway Unified	Poway Unified School District: Pathway Development and Improvement	\$1,204,597
San Diego/Imperial	Ramona City Unified	High School Career Development	\$150,000
San Diego/Imperial	San Diego Co. Office of Education	Regional Health Science and Medical Technology (HSMT) Career Pathway Expansion	\$3,286
San Diego/Imperial	San Diego Co. Office of Education	SDCOE JCCS CTE Pathway Enhancement	\$22,274
San Diego/Imperial	San Diego Co. Office of Education	SDCOE JCCS CTE Pathway Planning	\$140,000
San Diego/Imperial	San Diego Co. Office of Education	Secondary Pathways Regional Support, WBL, Capacity Building and Engagement	\$620,931
San Diego/Imperial	San Diego Unified	Programs and Certifications in Transportation, Biotechnology and Cybersecurity	\$258,954
San Diego/Imperial	San Diego Unified	Student Engagement Continuum Pilot Project	\$846,286
San Diego/Imperial	San Diego Unified	Health Care and Life Sciences WBL and Certification Initiative	\$1,406,355
San Diego/Imperial	San Dieguito Union High	Career Exploration & Pathway Improvement for Software Systems Development, Auto, and Business Mgmt	\$647,987





San Diego/Imperial	San Marcos Unified	Developing and Enhancing Career Education Pathways and Transitions for SMUSD MS and HS Students	\$210,000
San Diego/Imperial	Sweetwater Union High	Linking the Roadmap to College and Career	\$1,008,011
San Diego/Imperial	Vista Unified	Middle and High School Career Exploration	\$503,737
San Diego/Imperial	Warner Unified	Pathway Development and Improvement	\$75,000
Total			\$14,701,200

Application Region	Lead Agency	Application Details Pathway Improvement Title	Funding Amount
South Central Coast	Antelope Valley Union High	Pathways to AV's Future	\$1,625,411
South Central Coast	Santa Barbara County ROP-North	Santa Barbara & San Luis Obispo CTE Consortium	\$3,250,820
South Central Coast	Ventura Co. Office of Education	Ventura County Office of Education	\$4,334,427
South Central Coast	William S. Hart Union High	Santa Clarita Valley Consortium	\$1,625,410
Total			\$10,836,068

EXHIBIT C:  
K-12 SWP Pathway Improvement Funds  
Request for Applications and  
Program Specifications





California  
Community  
Colleges



Doing What MATTERS  
FOR JOBS AND THE ECONOMY

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**California Community Colleges Chancellor's  
Office**  
Division of Workforce and Economic Development

**Request for Applications**

**K12 STRONG WORKFORCE PROGRAM**

- Funding Year:** 2018-2019
- RFA Release Date:** January 9, 2019
- Application Deadline:** Applications must be received by 5:00 p.m. on Friday, March 15, 2019 in NOVA
- Questions Deadline:** Written questions about specifications in the Request for Applications must be received by 5:00 p.m. on Friday, January 18, 2019, via email to: K12SWP@cccco.edu
- Bidders' Conference:** January 23, 2019

Administered by the  
California Community Colleges Chancellor's Office  
Workforce and Economic Development Division (WEDD)  
1102 Q Street  
Sacramento, CA 95814-5901

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## SECTION I: GENERAL INFORMATION

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### A. Background and Purpose

The California Community Colleges Chancellor's Office (CCCCO) in partnership with the California Department of Education (CDE) is seeking applications from eligible Local Education Agencies (LEAs) for K12 Strong Workforce Program funding. \$150,000,000 in ongoing funding has been appropriated under Education Code Section 88827 for the K12 Strong Workforce Program to create, support, and/or expand high-quality career technical education programs at the K12 level. Funding is intended for efforts that are aligned with the workforce development efforts occurring through the Strong Workforce Program, that are responsive to regional economic priorities, and that increase the transition from secondary to post-secondary and career with an emphasis on a collaborative approach between the K12 and Community College systems.

Eligible LEAs are requested to submit a collaborative and fiscally integrated project application consisting of one or more of any combination of the following eligible applicants:

- School districts
- County offices of education
- Charter schools
- Regional occupational centers or programs operated by a joint powers authority, provided that the application has the written consent of each participating local educational agency

As eligible LEA applicants partner with a community college or community college district in their proposed application, it is allowable and encouraged for LEAs to partner with multiple community colleges or community college districts in order to sequence courses, and pathways.

High-value applications shall encompass a collaborative regional approach in order to reduce duplication: including the participation of multiple K12 institutions through existing relationships, community colleges, workforce partners, Adult Education programs, special education programs (including workability), and community based organizations that are:

- Committed to collaborative regional efforts to align pathways, workforce, employment, and student services;
- Informed by, aligned with, and expanding upon regional priorities and planning efforts occurring through the Strong Workforce Program; and
- Ready to focus on student outcomes for Career Technical Education using metrics aligned with the K12 SWP (inclusive of Workforce Innovation and Opportunity Act, the CDE College/Career Indicator, and the quality indicators required by Perkins).



## **B. Core Principles**

The K12 Strong Workforce Program is based on the following workforce principles (Education Code 88821):

- California's economic competitiveness is fueled, in part, by the strength of its regional economies and its skilled workforce.
- Upward social and economic mobility helps keep the state's economy diversified and vibrant.
- The attainment of industry-valued "middle skill credentials" serves as a gateway for a large and diverse number of careers in the state's economy.
- California's local educational agencies, community college districts, interested public four-year universities, local workforce development boards, economic development and industry leaders, and local civic representatives should collaboratively work together to inform the offerings of courses, programs, pathways, and workforce development opportunities that enable students to access the current and future job market and further social and economic mobility.

## **C. Alignment with California Workforce Pathways Joint Advisory Committee: Guiding Policy Principles to Support K–14+ Pathways**

The Guiding Principles help to prioritize a policy pivot towards purposeful integration of the student experience across systems and into college and career while addressing industry needs, by incorporating the following Guiding Policy Principles:

- Focus on a Student-Centered Delivery of Services for all K–14+ college and career pathways, which accommodates multiple entry points to facilitate students' needs to build their skills as they progress along a continuum of education and training, or advance in a sector-specific occupation or industry.
- Promote Equity and Access by eliminating institutional barriers and achievement gaps for all students to realize their educational and career aspirations.
- Achieve System Alignment in the economic regions of the state in order to create a comprehensive and well-defined system of articulation of high quality K–14+ pathway courses (i.e., both in-person and online) and work-based learning opportunities with a specific emphasis on career technical education. Bring greater coherence to programming, common use of terminology, appropriate data collection and sharing, and attainment of student outcomes in a timely way that lead to upward mobility in California's industry sectors.

- Support the Continuous Improvement and Capacity Building at all levels and components to ensure smooth transitions in the system and focus efforts on implementation of state standards, attainment of student outcomes, and a strengthening of California's regional economies.

#### **D. Alignment with Strong Workforce Program**

The K12 SWP legislation specifies that funds are provided to, “create, support, or expand high-quality career technical education programs at the K12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.” The legislation goes on to say that the educational workforce plans developed by each region are to be the vehicle for achieving this alignment.

**“The local education agency shall use its consortium’s plan developed pursuant to Section 88823 to inform their efforts to create, support, implement or expand upon career technical education courses, course sequences, programs, and pathways, and to the extent possible, integrate available local, regional, state, and private resources to improve the successful outcomes of pupils enrolled in career technical education courses, course sequences, programs, and pathways.” 88828 (b)**

The legislation provides that K12 LEAs are to be full participants in the development and annual revision of this plan. In the first year of K12 SWP implementation, current regional collaborative efforts with LEAs will inform the 2019-20 regional plan revision. LEAs seeking K12 SWP funds should be active participants in the regional planning process. Applications for these funds should be responsive to the regional and local labor market and employment gaps and the goals identified in these plans.

#### **E. Letter of Intent to Apply Requirement**

All applicants intending to submit an application are required to submit a Letter of Intent (LOI) by **5:00 pm on Friday, February 15, 2019** via the online NOVA system. You will be prompted to establish a NOVA user account before the LOI can be submitted.

#### **F. Funding**

Per Education Code §§ 88827 statewide funding of \$150,000,000 shall be apportioned annually by the CCCCO to the fiscal agent of each Strong Workforce Program Career Technical Education Regional Consortium based on the following weighted factors in each region:

- The unemployment rate. This factor shall comprise 33 percent of the allocation formula.
- The region's total average daily attendance for pupils in grades 7 to 12, inclusive. This factor shall comprise 33 percent of the allocation formula.



- The proportion of projected job openings. This factor shall comprise 34 percent of the allocation formula.

The following K12 Strong Workforce Program regional allocations table shows funding amounts available for 2018-2019 based on the weighted factors:

Regional Consortium	K12 SWP Allocation
Bay Area	\$ 29,422,144
Central Valley-Mother Lode	\$ 22,371,470
Inland Empire-Desert	\$ 18,961,442
Los Angeles	\$ 26,059,654
Orange County	\$ 12,828,373
North-Far North	\$ 14,819,649
San Diego-Imperial	\$ 14,701,200
South Central Coast	\$ 10,836,068
<b>TOTAL</b>	<b>\$ 150,000,000</b>

Eligible LEA applications will be reviewed and awarded by the Strong Workforce Program regional consortium K12 Selection Committee. Each regional consortium shall form one (1) K12 Selection Committee during the 2018-19 year made up of individuals with expertise in K12 career technical education and workforce development and as called for in Education Code §§ 88829.

Unless otherwise determined by the K12 Selection Committee in consultation with the Strong Workforce Program Career Technical Education Regional Consortium, the total application ADA<sup>1</sup> will use the following percentages to guide funding awards:

- 4 percent is designated for applicants with total average daily attendance of less than or equal to 140
- 8 percent is designated for applicants with total average daily attendance of more than 140 and less than or equal to 550
- 88 percent is designated for applicants with total average daily attendance of more than 550

For any applicant consisting of more than one school, school district, county office of education, charter school, or regional occupational center or program, or any combination of those entities, the sum of the average daily attendance for each of the partner entities shall be used.

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<sup>1</sup> Average Daily Attendance as reported to CDE for prior year P2 ADA

The following funding levels are available for applicants in the 2018-19 application period based on the total ADA for all participating schools/institutions identified in the application. Applicants should consult the following funding level chart to guide decisions about application budgets and work plans based on the maximum allowable grant amount. Please note that the total ADA for the application is equal to the sum of all the individual schools/institutions identified in the application (not the overall district ADA). Applicants must enter the ADA for the participating schools/institutions in the online application and the system will auto-calculate the total ADA for the application.

Funding level dollar amounts apply only to requested K12 SWP grant funds and do not include matched funds.

ADA of Participating Schools/Institutions	Funding Level
Up to 140 ADA	Up to \$250,000
Up to 550 ADA	Up to \$500,000
Up to 10,000 ADA	Up to \$1,000,000
Over 10,000 ADA	Up to \$5,000,000

Obtaining a grant in the first year will not prohibit LEAs from applying again, when future years of funding is released. Subsequent funding requests could be to augment, phase in, improve the pathway or sequence of courses, or to scale to a larger number of students.

Please note that applications requesting smaller amounts of funding to be used solely for planning are welcome, and can be part of phase in toward implementation. If funded, the recipients of these planning grants are encouraged to apply for funding through K12 SWP in subsequent years to implement their Pathway Improvement plans.

The K12 Selection Committee may adjust funding levels to align with the proposed scope of work in the application. The K12 Selection Committee may, at its discretion, award less than the amounts requested, based on review of the application and the committee's responsibility to ensure a portfolio of awards that best meets the needs of the region economy and the intention of the legislation.

#### **G. Required Match**

For any funding received from this program, the K12 SWP grant requires the applicant to provide a proportional dollar match as follows:

- For regional occupational centers or programs operated by a joint powers authority or county office of education, one dollar (\$1) for every one dollar (\$1) received for this funding.



- For local educational agencies, two dollars (\$2) for every one dollar (\$1) received for this funding.

The matching funds must be used to support the specific program, or programs, for which the applicant was awarded a grant. Funds from sources that will not directly serve K12 students in the specific program(s) cannot be used as a match.

The local match may include funding from the following sources:

- School district and charter school local control funding formula apportionments;
- Federal Carl D. Perkins Career and Technical Education Improvement Act of 2006, or its successor;
- Partnership academies program;
- Agricultural career technical education incentive program;
- Community College Strong Workforce Program that directly serves K12 pupils (i.e., via early college credit, etc.);
- California Adult Education Program (CAEP) area(s) that directly serves students under the age of 18, as approved the local board;
- Business, industry, philanthropic sources that will directly support the program; or
- Any other source, except those described below.

The local match may **NOT** include funding from any of the following:

- California Career Pathways Trust,
- California Career Technical Education Incentive Grant Program,
- Career Technical Education Facilities Program Grant,
- Public School Facilities Bond (Proposition 51)
- The same local match that is being used for a concurrent California Career Technical Education Incentive Grant
- The same local match that is being used for another concurrent K12 SWP grant/application

The applicant is encouraged to include both financial and in-kind resources in the local match; however, financial resources must account for at least fifty percent (50%) of the match required and in-kind resources may not account for more than fifty percent (50%) of the match. The application will require an explanation of the match.

In-kind matches may include resources such as supplies, staff/faculty time, teacher salaries, CTE facilities built that are directly related to the program (as long as the Department of State Architect close out is not complete), leased facilities/space for the program, etc. In-kind matches will be evaluated to determine if they represent a substantial commitment to the project.

The grant recipient must make expenditure information on career technical education programs available quarterly for purposes of determining if the grant recipients have met the dollar-for-dollar match requirement specified in [Education Code Section 88828](#),

and for monitoring the use of funds provided pursuant to Education Code Section 88827.

#### **H. Performance Period**

Successfully awarded project applications will be funded from July 1, 2019 through December 31, 2021. There will be no extensions to the performance period.

#### **I. Eligibility Requirements**

Eligible LEAs may consist of one or more, or any combination, of the following:

- School districts
- County offices of education
- Charter schools
- Regional occupational centers or programs operated by a joint powers authority or county offices of education, provided that the application has the written consent of each participating local educational agency

(Note: Adult Education Programs are not eligible to apply as a lead or partner LEA, but may be included under a district LEA applicant if they serve students under the age of 18, as approved by the local board. Adult Education Programs may also be included in the application as a "Collaborative Partner" and are encouraged to work with K-12, community colleges and other stakeholders in partnerships that provide pathways to higher education and employment for all students).

LEAs applying to receive a K12 SWP grant must comply with all of the following:

- The LEA shall be located in and offer instruction within the geographical boundaries of the region from which it is applying for funds. LEAs located near the boundary of another region and that have a substantial number of students being served by a college in that region may apply for funds in the adjacent region if the neighboring college in that region agrees to partner with the LEA. LEAs that offer site based instruction in multiple regions may apply in each region within which they have a site. LEAs that offer primarily online/virtual instruction may apply only in the region within which their chartering district is located. LEAs may not request funding for the same Pathway Improvement application from multiple regions.
- The LEA should engage in regional efforts to align workforce, employment, and education services.
- The LEA must use their Strong Workforce Program Career Technical Education Regional Consortium' plan to inform their efforts to create, support, implement or expand upon career technical education courses, course sequences, programs, and pathways, and to the extent possible, integrate available local, regional,



state, and private resources to improve the successful outcomes of pupils enrolled in career technical education.

The LEA applicant must partner with one community college or community college district in their proposed project application. It is allowable and encouraged for LEAs to partner with multiple community colleges or community college districts.

Please note that there is no limit to the number of K12 SWP applications an eligible agency can submit as the lead applicant agency/ fiscal agent or as a partner agency.

#### **J. CTE Program Requirements**

The applicant, or the applicant's CTE program (as applicable), must meet the following minimum eligibility standards:

1. Be informed by, aligned with, and expand upon the Strong Workforce Program Career Technical Education Regional Consortium plans and planning efforts occurring through the Strong Workforce Program.
2. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.
3. Provides pupils with quality career exploration and guidance.
4. Provides pupil support services, including, but not limited to counseling and leadership development.
5. Provides opportunities for pupils to participate in after-school, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
6. Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
7. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.
8. Reports data (as described below in subsections M and N beginning on page 9) that can be used by policymakers, LEAs, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic

groups. Grant recipients must report data to CDE by November 1 immediately following the fiscal year for which the data are being reported.

#### **K. Allowable Activities and Costs**

Budgets for the use of grant funds will be reviewed and scored as part of the application process. Budgets that include items deemed non-allowable, excessive, or inappropriate will receive a lower score. Program funds are for direct services to the project only and are intended to supplement, not supplant, existing programs. Applicants should refer to the Strong Workforce Program Education Code (Section 88820-88833) and "Appendix B: Guidelines, Definitions and Allowable Expenditures" to determine what are allowable and non-allowable activities and costs.

#### **L. Administrative Indirect Cost Rate**

An LEA must limit administrative indirect costs to the rate approved by the California Department of Education for the applicable fiscal year in which the funds are expended.

#### **M. Program Outcome Measures**

The long-term measures of success for the K12 Strong Workforce Program are the students completing high school, transitioning successfully into an aligned postsecondary program, graduating with a degree or credential in a high-demand field, and securing employment successfully. Therefore, the K12 Strong Workforce Program Metrics measure the following student-level outcomes:

##### **K12 SWP Metrics**

Completed 2+ CTE courses in high school in the same program of study

Completed 2+ CTE courses in high school in the same program of study that include: early college credit, work-based learning, or third-party certification

Graduated high school

Enrolled in a California Community College within one year of leaving secondary school

Entered registered apprenticeship after participation in high school pre-apprenticeship program

Enrolled in another form of job training (other than California Community College)



### **K12 SWP Metrics**

Completed 9+ CTE units in first year of California Community College

Attained a California Community College certificate/degree or journey level status

Transferred to a four-year institution after exiting California Community College

Employed in a job closely related to field of study after exiting California Community College

Median annual earnings of students after exiting California Community College

Attained a living wage after exiting California Community College

## **N. Reporting Requirements**

### ***Program Outcome Measures Reporting***

Data collected on program outcomes that is necessary to support and evaluate K12 SWP, as described in Education Code §§ 88828, shall be submitted by the grant recipients (lead LEA and partner LEAs) to the State Department of Education by November 1 immediately following the fiscal year for which data are being reported. Grant recipients must also notify their K-14 Technical Assistance Provider (forthcoming) that data has been reported by the November 1 due date. The K-12 Selection Committee, in consultation with the Strong Workforce Program Career Technical Education Regional Consortium, may end contracts and grants from grantees that do not provide the required outcomes-based data.

To ensure that the K12 SWP legislative reporting requirements are met, all grant recipients, both lead and partnering LEAs, are required to do the following until an MOU is executed between CDE and CCCCO for information sharing on K12 data:

- Sign an MOU with Cal-PASS Plus to facilitate the sharing of data with the Cal-PASS Plus data system (if not already done so);
- Maintain a current MOU with Cal-PASS Plus throughout the life of the awarded grant; and
- Beginning in 2020-21, upload end-of-year data files, as applicable and required by K12 SWP, into the Cal-PASS Plus system annually by November 1.

### ***Progress and Fiscal Reporting***



To ensure the successful implementation of the K12 Strong Workforce Program, grantees are required to submit quarterly progress and financial reports and an end of project report to their Strong Workforce Program Career Technical Education Regional Consortium to show expenditures and demonstrate that program deliverables are being met. The fiscal agent/lead applicant for the partnership/consortium is responsible for submitting all data required by this grant.

Failure to submit required reports or evidence that deliverables have been met could result in the loss and/or remittance of all awarded funds.

Due Date	Deliverable
October 30, 2019	1st Quarter Year-to-Date Expenditure and Progress Report Due
January 31, 2020	2 <sup>nd</sup> Quarter Year-to-Date Expenditure and Progress Report Due
April 30, 2020	3rd Quarter Year-to-Date Expenditure and Progress Report Due
July 31, 2020	4th Quarter Year-to-Date Expenditure and Progress Report Due
October 30, 2020	5th Quarter Year-to-Date Expenditure and Progress Report Due
January 31, 2021	6th Quarter Year-to-Date Expenditure and Progress Report Due
April 30, 2021	7th Quarter Year-to-Date Expenditure and Progress Report Due
July 31, 2021	8th Quarter Year-to-Date Expenditure and Progress Report Due
October 30, 2021	9th Quarter Year-to-Date Expenditure and Progress Report Due
January 31, 2022	10th Quarter Year-to-Date Expenditure and Progress Report Due
February 28, 2022	Final Year-to-Date Expenditure and Performance Report Due

#### O. Calendar of Key Dates

Date	Event
November 1, 2018	Guidance to field (joint statewide communication CDE/CO) announcing SWP K12 Pathway Improvement Funding Opportunity
November 1, 2018	Regional allocations posted
October 31, 2018 - December 12, 2018	Regional engagement CDE/CO information sessions on K12 SWP
November 5, 2018 - February 15, 2019	Letter of Intent to apply for Pathway Improvement submission window
January 9, 2019	Project submission application release date



Date	Event
January 23, 2019	Bidders' Conference
March 15, 2019	Applications due in NOVA system
March 18, 2019 - April 26, 2019	K12 Selection Committees review applications
April 30, 2019	K12 SWP grantees announced
May 17, 2019	Appeals due to Strong Workforce Program Career Technical Education Regional Consortium
June 15, 2019	Strong Workforce Program Career Technical Education Regional Consortia fiscal agents communicate intent to award funds to LEAs and initiate subcontract process
July 1, 2019	Project term begins

#### P. Application Due Date

The K12 Strong Workforce Program application, required forms, and all supporting documents must be **submitted and certified** via the [NOVA reporting system](#) on or before **Friday, March 15, 2019, by 5:00 p.m.**

Printed or Faxed copies of the application will **not** be accepted. Only applications submitted via the NOVA reporting system will be accepted.

#### Q. Application Review

Each application will be read and scored by a minimum of three reviewers from the K12 Regional Selection Committee formed by the Strong Workforce Program Career Technical Education Regional Consortium in which the applicant is applying. Application reviews will occur from March 18, 2019 – April 26, 2019.

The Selection Committee can take a variety of factors into consideration in making their funding decisions and are not required to fund the highest scoring applications if they are determined not to align with [Strong Workforce Program Career Technical Education Regional Consortium regional plans](#) or do not meet regional economic needs.

The K12 Selection Committee reserves the right to adjust funding levels to align with the proposed scope of work in the application. The K12 Selection Committee may, at its discretion, award less than the amounts requested, based on review of the application and the committee's responsibility to ensure a portfolio of awards that best meets the needs of the region and the intention of the legislation.

Positive consideration will be given to each of the following characteristics in an applicant:

1. Aligned programs serving unduplicated pupils as defined in Education Code Section 42238.02.
2. Programs that the K12 Selection Committee, in consultation with the Strong Workforce Program Career Technical Education Regional Consortium, determines most effectively meet the needs of the local and regional economies.
3. Programs serving pupil subgroups that have higher than average dropout rates as identified by the Superintendent of Public Instruction.
4. Programs located in an area of the state with a high unemployment rate.

Positive consideration will also be given to applications to the extent they do any of the following:

1. Successfully leverage one or both of the following:
  - a. Existing structures, requirements, and resources of the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 and its successor, the partnership academies program, or the agricultural career technical education incentive program.
  - b. Contributions from industry, labor, and philanthropic sources.
2. Make significant investments in career technical education infrastructure, equipment, and facilities.
3. Operate within rural school districts.

The K12 Selection Committee will consider past performance of applicants prior to awarding additional funds to those reapplying for K12 SWP funding, and shall deny applications from grantees that exhibited unsatisfactory performance in meeting the K12 SWP outcome metrics.

For information on scoring, application format, and instructions, please see "Section II: Instructions for Submitting the K12 SWP Application" beginning on page 17.

#### **R. RFA Clarification**

If any ambiguity, conflict, discrepancy, omission, or other error in this RFA is discovered, immediately notify the CCCCCO of the error and request a written modification or clarification of the document. A clarifying addendum will be given to all parties who have obtained the RFA, without divulging the source of the request. Insofar



as practical, the CCCCCO will give such notice to other interested parties, but the CCCCCO shall not be responsible for failure to do so.

Written questions concerning the specifications and instructions in this Request for Applications must be submitted by email to [K12SWP@ccccc.edu](mailto:K12SWP@ccccc.edu) no later than 5:00 p.m. on Friday, January 18, 2019. Questions submitted by that time will be addressed on the Application Webinar and/or in a subsequent Frequently Asked Questions (FAQ) document posted on the [K12 SWP website](#). In addition, questions answered on any of the technical assistance webinars (as described below in subsection S) will be posted in the FAQ document(s) on the K12 SWP website.

Following the question deadline of January 18, 2019, only technical questions (e.g., questions about accessing the NOVA system, logistical challenges using NOVA or the K12 SWP online application, etc.) will be answered. No response will be provided to content questions submitted to [K12SWP@ccccc.edu](mailto:K12SWP@ccccc.edu) after that date.

### **S. Technical Assistance**

The following webinars will be recorded for posting on the [K12 SWP website](#).

#### ***Bidders' Conference Webinar***

The CCCCCO staff will host an informational Bidders' Conference Webinar to provide an overview of the project submission process and offer potential applicants an opportunity to ask additional clarifying questions. Failure to attend the webinar will not preclude the submission of an application.

*Date and Time:* Wednesday, January 23, 2019, from 12 noon to 1 p.m.

*Webinar Registration:*

[https://wested.zoom.us/webinar/register/WN\\_17vU7t2RTLiY1OqTRUOwcg](https://wested.zoom.us/webinar/register/WN_17vU7t2RTLiY1OqTRUOwcg)

#### ***Labor Market Information for K12 SWP Webinar***

The Centers of Excellence statewide director will provide an overview of how to find and use publicly available labor market information resources for preparing K12 SWP applications.

*Date and Time:* Wednesday, February 6, 2019 from 12 noon to 1 p.m.

*Webinar Registration:*

[https://wested.zoom.us/webinar/register/WN\\_vZVGD1SwT5uenCeZ\\_8nu8A](https://wested.zoom.us/webinar/register/WN_vZVGD1SwT5uenCeZ_8nu8A)

#### ***K12 SWP Metrics Overview Webinar***

The LaunchBoard team and CCCCCO staff will provide an overview of the K12 SWP metrics and use existing LaunchBoard dashboards to demonstrate the types of information that will be available in the new K12 SWP Pipeline in summer 2019.

*Date and Time:* Monday, February 11, 2019 from 12 noon to 1 p.m.

Webinar Registration: [https://wested.zoom.us/webinar/register/WN\\_-6CeQLIXQTqVTCpit2djYQ](https://wested.zoom.us/webinar/register/WN_-6CeQLIXQTqVTCpit2djYQ)

#### **T. Incomplete and Late Applications**

Incomplete or late applications will not be considered. The Chancellor's Office and K12 Regional Selection Committees reserve the right to reject any and all applications received prior to scoring should the following occur:

- The application is received and certified via submission through the NOVA reporting system later than **5:00 pm on Friday, March 15, 2019**.
- The Budget exceeds the maximum amount allowed as specified in the Request for Application instructions.
- The application does not meet the match requirement funding levels and/or indicated that the match comes from non-allowable sources.
- The application is incomplete and/or missing any required documents.

#### **U. Assurances, Certifications, Terms, and Conditions**

Assurances, certifications, terms, and conditions are requirements of applicants and grantees as a condition of receiving funds.

The certified K12 SWP application is a commitment to comply with the assurances, certifications, and terms and conditions associated with the grant as describe in the K12 SWP Request for Applications and K12 SWP legislation ([Education Code Title 3, Division 7, Part 54.5 \[88820-88833\]](#)).

As a condition of receiving funds, funded applicants shall do the following:

- Enter into a grant agreement with the applicable Strong Workforce Program Career Technical Education Regional Consortia, and abide by the legal terms and conditions prescribed by the Chancellor's Office (see *Appendix A: K12 Strong Workforce Program, Program-Specific Legal Terms and Conditions*) and the applicable Strong Workforce Program Career Technical Education Regional Consortia.
- Certify that funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.



- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified, and for monitoring the use of funds provided.
- Enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data.
- By November 1 immediately following the fiscal year for which data are being reported:
  - Provide student-level data necessary to evaluate K12 SWP to CDE;
  - Beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP leadership, into the Cal-PASS Plus system; and
  - Notify their K-14 Technical Assistance Provider that data has been reported.

## SECTION II: INSTRUCTIONS FOR SUBMITTING THE K12 SWP APPLICATION

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### A. Creating a NOVA account

The K12 SWP Application is housed in the Chancellor's office NOVA system. NOVA allows users to plan, invest, and track their investments across different programs.

To get access to NOVA as a K12 SWP user, please create an account using this shortened link <https://goo.gl/t65j2x>

### B. NOVA Technical Assistance

For technical assistance, please view our FAQ's on the Doing What Matters page <http://doingwhatmatters.cccco.edu/StrongWorkforce/K12SWPFAQs.aspx>. For NOVA system questions not addressed in the FAQ, please contact [k12swp@cccco.edu](mailto:k12swp@cccco.edu).

### C. Submitting a Letter of Intent/Accessing the K12 SWP Application

The K12 SWP Application will become available to K12 SWP NOVA users after they complete the accompanying Letter of Interest (LOI). Please note that LOI are not factored into the scoring of K12 SWP applications.

Once you [create a NOVA account](#), you can submit a LOI. In NOVA, go to the sidebar menu; click "Programs" then "K12 SWP" and "Letter of Intent." Click the "Create New LOI" button to create your LOI:

#### 1. New Letter of Intent

*Pathway Improvement Name:* Enter the name of your plan.

*Lead LEA:* Select the LEA that will serve as the lead agency for this Pathway Improvement plan/application. Details of the selected LEA will automatically populate in the "Lead Agency" tab of the LOI (visible after clicking "Create LOI" button). If the agency cannot be found or if the information is inaccurate, please make sure that you are filtering in the list correctly. If different variations of your LEA do not work, contact the K12 SWP help desk by clicking the link in the instructions.

*Create LOI:* Click on the "Create LOI" button to finish creating your LOI.

#### 2. Pathway Improvement Details



*Pathway Improvement Name:* This field is automatically populated from the information entered in the “New Letter of Intent” section. It can be edited as needed here.

*Scope of Pathway Improvement:* Provide a brief description of the Pathway Improvement project including the list of the partners.

*Pathway Improvement Estimated Budget:* Enter the estimated budget for the Pathway Improvement you are planning.

*Targeted Industry Sectors:* Select the California Department of Education Industry Sectors that will be included in the Pathway Improvement plan. The corresponding California Community College Sectors will then automatically populate.

*Population Focus:* Check all the population groups that will be served by your Pathway Improvement plan.

*Alignment with LCAP:* Indicate if the Pathway Improvement aligns with your 2018-19 LCAP.

*Strategies of the Pathway Improvement:* Provide a brief statement of 3-5 strategies that you plan on using.

### **3. Lead Agency**

*Lead Agency:* Select the Agency Type from the first drop down list and the Agency Name on the second drop down list. The Lead Agency information will populate based on your selection.

*Contacts:* Please add a Contact for the selected agency.

### **4. Partner Agencies**

*Partner Agency:* Select your agency from the existing list of Local Education Agencies in NOVA. To begin, select your Agency Type from the dropdown list and then select your LEA and the Agency Name field. The Partner Agency information will pre-populate based on your selection.

*Contacts:* Please add a contact for the selected partner agency. If you cannot find the person you are looking for in the database, click on “Can’t find the contact you’re looking for?” to add a new person to the LOI and invite them to join the NOVA system. Once you enter their name and email address, they will be added as a contact to the LOI even though they have not yet created a NOVA account.

## 5. Preview & Submit

*LOI Pathway Improvement Summary:* The information you entered in steps 1-4 will populate on this summary page. Please review the information, and make any necessary changes in the appropriate step.

For your reference, the ADA Totals have been populated for the selected Lead Agency and Partner Agencies.

Once you have reviewed your LOI, you may share a PDF copy with your colleagues and stakeholders or click on the "submit" button to submit your LOI. In the confirmation of the LOI submission window, you may enter additional comments.

To begin your application click again on the "Letters of Intent" item in the sidebar menu under K12 SWP to see a list of LOIs that you have submitted. To begin the application, click on "Start Application".

Once you begin your application, you will be see all your applications in the "Applications" item under the Programs/K12 SWP submenu.

## D. Application Format and Instructions

The following instructions describe the content and format of the application. Only applications submitted via the NOVA system will be accepted. In order to receive the highest possible score and to prevent disqualification, the application instructions in NOVA must be followed, all questions must be answered, and all requested information must be supplied.

Applicants may be required to make adjustments in the budget, work plan, or other aspects of the application prior to funding the grant.

Grant applications are scored based on a 100-point scale as indicated in the list provided below.

**NOTE:** A minimum averaged score of 75 must be obtained within the reading process in order to be considered for funding.

Application Section	Maximum Points
Pathway Improvement Summary	Not scored
Lead & Partner Agencies	Not scored
Collaborative Partners	5 points
Statement of Need	10 points



Target Pupils	10 points
Pathway Improvement Strategies	25 points
Statement of Work	25 points
Capability & Sustainability	15 points
Budget	10 points
Supporting Documents	Not scored
Preview & Submit	Not scored
<b>TOTAL</b>	<b>100 points</b>

## **1. Pathway Improvement Summary (Maximum Points: Not Scored)**

### ***Summary***

*Pathway Improvement Name:* Enter the name of your plan. Information entered in the Letter of Intent (LOI) will be automatically populated in this field. It can be edited as needed in the application.

*Region:* Please indicate the region within which you are applying.

*Pathway Improvement Scope:* Provide a brief summary of the proposed Pathway Improvement plan. Information entered in the Letter of Intent (LOI) will be automatically populated in this field. You can edit it as needed in the application.

### ***Assurances***

Please attest to assurances that you have read the K12 SWP legislation and that this Pathways Improvement plan aligns with your 2019-20 LCAP.

## **2. Lead & Partner Agencies (Maximum Points: Not Scored)**

### ***Lead Agency***

*Agency Name:* Select the LEA that will serve as the lead agency for this Pathway Improvement plan/application. Details of the selected LEA will automatically populate. If the agency cannot be found or if the information is inaccurate, please contact the K12 SWP help desk by clicking the link in the instructions.

The lead applicant agency/fiscal agent must be one of the following eligible LEAs: school district, county office of education, direct-funded charter school, or regional occupational center or program operated by a joint powers authority or county office of education.

*Participating Schools:* You must also enter all the schools (if applicable) within the district that will be participating in the Pathway Improvement Plan. For community colleges/districts, this field may be left blank.

*Total ADA:* Please enter the total ADA for all participating K12 institutions. ADA should be calculated only for the institutions within the district that are participating in this Pathway Improvement application, not the entire district unless all of the district's institutions are included. ADA should come from prior year P2 and include grades 7-12 only. Community college/district partner agencies should enter "0" in the ADA field.

*Rural School District:* Please indicate whether your district is a rural school district (i.e., LEA is located within an incorporated or unincorporated place that has a district resident population of less than 2,500, or has a population center less than 1,000 persons, and is characterized by sparse, widespread population).

*Financial Contribution:* Indicate how much the agency will provide in monetary contribution toward the required match.

*In-Kind Match:* Indicate how much the agency will provide in in-kind contributions toward the required match.

*Description on In-Kind Match:* Describe the nature and sources of the in-kind match provided by the agency. For information on the types of acceptable in-kind matches, please see "Section I: General Information, G. Required Match" (beginning on page 5).

*Contacts:* Please enter the contact information for point(s) of contact at the agency. You may add as many people as necessary. If you cannot find the person you are looking for in the database, click on "Can't find the contact you're looking for?" to add a new person to the application and invite them to join the NOVA system. Once you enter their name and email address, they will be added as a contact to the application even though they have not yet created a NOVA account.

### ***Partner Agencies***

For partner agencies that were automatically populated from the LOI, please enter the following fields as described above:

- *Schools within District*
- *Total ADA*
- *Financial Contribution*
- *In-Kind Match*
- *Description on In-Kind Match*
- *Contacts*



*Add Partner Agencies:* To add partner agencies, please click on the "+Add Partner Agency" button. A new card will appear. If the agency cannot be found, please contact the K12 SWP help desk by clicking the link in the instructions. Please select the "Agency Type" and "Agency Name". The agency information will be populated, then follow the instructions above to add information on the partner.

Please note that at least one community college or community college district must be included as a partner agency.

The applicant may provide evidence that all partners have entered into a written plan, agreement, or letter of support by uploading such documents in the "Supporting Documents" section of the application.

### **3. Collaborative Partners (Maximum Points: 5 points)**

#### ***Business/Industry/Philanthropic/Other Partners***

*Collaborative Partnerships:* Describe the collaborative partnerships with other entities (e.g. business and industry entities, community and philanthropic organizations, local workforce development boards, etc.) Other LEAs and community colleges should not be included here, but added as "Partner Agencies" in that section.

*Resources and Contributions:* Describe how matching resources from collaborative partners will be used and leveraged in the Pathway Improvement.

If the Pathway Improvement application does not include any Collaborative Partnerships at this time, please type in "Not Applicable" in the fields on this page.

#### ***Add Collaborative Partner***

Click on the "+Add Collaborative Partner" button to add information for each collaborative partner that will be contributing to the Pathway Improvement. Please provide the partner's name, Partner Type, Address, and Website information. For each collaborative partner, the applicant can add information on the Financial Contribution the partner is investing, In-Kind Match, description of the In-Kind Match, and Contacts. If you cannot find the person you are looking for in the database, click on "Can't find the contact you're looking for?" to add a new person to the application and invite them to join the NOVA system. Once you enter their name and email address, they will be added as a contact to the application even though they have not yet created a NOVA account.

### **4. Statement of Need (Maximum Points: 10 points)**

#### ***Targeted Industry Sectors***

Please select the appropriate Industry Sectors you plan to target. The California Department of Education Industry Sectors are cross walked with the California Community Colleges. When you select the appropriate California Community College sector(s), the associated sector(s) will automatically populate. The information entered in the LOI will be pre-populated. The applicant may change the selected Industry Sectors as needed here.

### **Pathway**

Select the pathway(s) to be included in the Pathway Improvement plan. You are able to select multiple items from the list and the selected pathways will populate underneath the drop-down list. At least one pathway must be selected.

### **Description of Need**

Respond to the following prompts:

- Describe why the industry sectors and pathways were selected and explain the regional economic need the application will address using economic data and labor market information. Using economic data and/or labor market information, justify why the industry sectors and pathways were selected and explain how the application will address the regional economic needs identified in your Career Technical Education Regional Consortia's regional plan. Applicants should use information provided by the California Community Colleges Centers of Excellence and/or the Employment Development Department's Labor Market Information Division in their justification. Applicants may upload documentation supporting the economic data and/or labor market information referenced here in the "Supporting Documents" section of the application. Applicant can also reference the K12 SWP website for additional information and resources on using Labor Market Information in the application.
- Describe the status of current career technical education courses, course sequences, programs, and/or pathways (or lack thereof) that will be addressed by the Pathway Improvement plan. Explain why it is necessary to support or expand existing programs and/or create and implement new ones.
- Indicate whether you have or plan on applying for Career Technical Education Incentive Grant funding in 2018-19.

## **5. Target Pupil (Maximum Points: 10 points)**

### **Pupil Data**

Respond to the following prompts:

- Please select the characteristics of the target population of pupils that will be served in this Pathway Improvement grant based on "Race/Ethnicity" and "Program Type." "Program Type" is pre-populated from the LOI; applicants may change this field here, if needed.



- Indicate whether the Pathway Improvement will serve pupils that have higher than average dropout rates, and if so, specify the dropout rates for that population.
- Select which grade(s) the Pathway Improvement will serve.
- Describe any special considerations associated with serving the targeted pupil populations.

**6. Pathway Improvement Strategies (Maximum Points: 25 points)**

**Goals & Priorities**

Describe how the application is informed by, aligned with, and expands upon the goals and priorities outlined in your Career Technical Education Regional Consortia regional plan.

**Strategies**

Please describe the strategies the application proposes to use in the Pathway Improvement plan. Please enter each strategy separately in the fields provided. You should repeat the process for each strategy your Pathway Improvement plan will incorporate. The application must include at least three strategies.

- *Strategy Name:* Provide the name for the strategy
- *Strategy Summary:* Provide a one to two sentence summary of the proposed strategy.
- *Associated Activities:* From the list of possible activity types below, select which will play a role in the specific proposed Pathway Improvement strategy (if applicable). Check all that apply.
  - Career Exploration and Guidance
  - Dual Enrollment and/or College Credit
  - Industry Sector Skills Analysis
  - Industry-recognized Credential or Certificate
  - Integrated Academic and Career Based Courses
  - Placement Services
  - Professional Development for Teachers or Faculty Members
  - Soft Skills Contextualized in CTE
  - Support Services
  - Transition Services
  - Work-based Learning
- *Strategy Description:* Provide a detailed description of the proposed strategy in the text box below. The system has prepopulated three cards for the user to provide strategies.

Use the "+Add Another Strategy" button to include additional strategies.

## **7. Statement of Work (Maximum Points: 25 points)**

### **Activities**

In order to complete the Statement of Work, please provide a description of each proposed activity and indicate the associated K12 SWP metric(s), performance outcomes, timeline, and responsible person(s). Please enter each activity separately in the fields provided. You should repeat the process for each activity your Pathway Improvement plan will address.

- *Name:* Please enter a name for each activity.
- *Description:* Please describe the activity.
- *Metrics:* Use the drop-down list to select from the K12 SWP metric(s) that apply to each activity.
- *Performance Outcomes:* Describe the performance outcomes associated with this activity.
- *Timeline:* Provide the timeline for the proposed activity.
- *Responsible Person(s):* Indicate the responsible person(s) for the proposed activity.

Enter another activity by selecting the "+Add Another Activity" button.

## **8. Capability & Sustainability (Maximum Points: 15 points)**

### **Capability**

Respond to the following prompts.

- Describe how the Pathways Improvement grant will be directed and implemented. Please include information on the project management roles and responsibilities of the lead LEA and partner LEAs, if applicable. You may include agreements, letters of commitment, letters of support, organizational charts, etc. by uploading them in the "Supporting Documents" section of the application.
- Describe the lead applicant's experience in conducting and administering state-funded projects. Please include the applicant's ability to ensure the reliable management of grant funds and to report on financial and pupil performance data. Include the applicant's plan to mitigate risks to pathways improvement success and ensure proper audit procedures.
- Describe applicant's experience collaborating successfully with multiple partners and/or stakeholders. Please include how the applicant plans to structure coordination between partners/stakeholders to leverage capacity and expertise and ensure that grant goals are met.
- Describe how the proposed Pathway Improvement plan will leverage existing funding sources.
- Provide information as whether your LEA has any identified barriers to submitting outcomes data. If yes, please explain otherwise leave blank.



### ***Sustainability***

Respond to the following prompts.

- Describe how the LEA will utilize existing programs, partnerships, and resources to create sustainable Pathway Improvement(s). Demonstrate how the proposed Pathway Improvement plan leverages existing LEA structures, requirements, and resources of Perkins, the California Partnership Academies, workforce development boards or the Agricultural Career Technical Education Incentive Grant.
- Do you currently have paid staff that performs pathway functions?
- Do you have a need for new K12 coordinator support?
- Do you have a representative from the lead or partner agencies on the K12 Selection Committee?

### **9. Pathway Improvement Budget (Maximum Points: 10 points)**

#### ***Match Summary***

The Match Total amount is determined from the cumulative total of this Pathway Improvement's partners' contributions. The table will populate based on the numbers entered for each Partner's Financial Contribution under the "Collaborative Partner's" submenu of the sidebar.

For matching funds requirements, please see "Section I: General Information, G. Required Match" (beginning on page 5). The online system will not allow the submission of applications that do not meet the minimum match requirements. Match totals may exceed the amount of grant funds requested.

#### ***Grant Funds Budget***

*Expenditure Types and Amounts:* Use the form to show how the grant funds will be distributed based on the 30-month spending period. The form allows for expenditure codes 1000-7000 and indirect costs. The total budget, and the remaining grant funds will populate based on the numbers entered.

*Budget Narrative:* Provide a detailed description of planned expenditures by object code.

The applicant is responsible for ensuring that the proposed application budget (not including matching funds) is within the funding levels specified in the "Section I: General Information, F. Funding" (beginning on page 3).

Please see "Section I: General Instructions, Section K and L" (beginning on page 9) and "Appendix B: Guidelines, Definitions and Allowable Expenditures" for information about allowable costs and administrative indirect cost rates. The applicant is responsible for ensuring that the administrative indirect costs rate does not exceed the allowable amount.

### **10. Supporting Documents (Maximum Points: Not Scored)**

Applicants may upload documents to provide supporting evidence for information entered into the application. Examples of supporting documents may include, but are not limited to the following:

- Agreements/MOUs (e.g., agreements between partner agencies or collaborative partners)
- Charts/Diagrams (e.g., organizational charts)
- Economic Data/Labor Market Information (e.g., evidence to support justification of the selected industry sectors and pathways in the "Statement of Need" section)
- Letter of Commitment/Letter of Support (e.g., letters from partner agencies or collaborative partners indicating support for the application)
- Match Documentation (e.g., evidence of the proposed match)
- Resume
- Other

The applicants LOI will automatically be included in the application. No other supporting documentation is required. Use the "+ Add Document" button to upload additional documentation.

### **11. Preview & Submit (Maximum Points: Not Scored)**

#### ***Pathway Improvement Summary***

The information you entered in steps 1-10 will populate on this summary page. Please review the information, and make any necessary changes in the appropriate step.

For your reference, the ADA Totals have been populated for the selected Lead Agency and Partner Agencies.

#### ***Share***

Once you have reviewed your application, you may share a PDF copy with your colleagues and stakeholders.

#### ***Submit***

Click on the "submit" button to submit your Application. By submitting, the applicant certifies the application and commits to comply with the assurances, certifications, and terms and conditions associated with the grant as describe in the K12 SWP Request for Applications and SWP legislation ([Education Code Title 3, Division 7, Part 54.5 \[88820-88833\]](#)).



Once the application is submitted, the contacts for the lead agency, partner agencies, and collaborative partners receive an email notification of the successful submission.

## **APPENDIX A: PROGRAM-SPECIFIC LEGAL TERMS AND CONDITIONS**

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### **K12 Strong Workforce Program Program-Specific Legal Terms and Conditions 2018-19**

#### **1. Cost and Payments**

In consideration of satisfactory performance of the services described in the Grantee's application, the applicable Strong Workforce Program Career Technical Education Regional Consortia (hereinafter Regional Consortia) agrees to pay the Grantee a total amount not to exceed the "Grant Funds" amount stated on the fully executed Grant Agreement. Payment should be made as follows:

Beginning in 2019-20, an advance payment of 70% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.

Grantee may request progress payment(s) up to 30% of the total amount of this Grant Agreement at the time that progress/quarterly reports are submitted pursuant to section 5 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and approval of the progress/quarterly reports by the Regional Consortia.

#### **2. Work to be Performed**

The Grantee shall complete the tasks described in the Grantee's application and funds shall be expended in compliance with the requirements for the funding source and Grant Agreement with the Regional Consortia.

#### **3. Modification/Budget Changes**

Grantee may request modifications to the work to be performed. All such requests must be submitted in writing to the Regional Consortia prior to the modification being made. The Regional Consortia may require that a Grant Amendment be processed, if the Regional Consortia determines that the change would materially affect the project outcomes or the term of this Grant Agreement.

Grantee may make changes to any budget category amounts up to 10% of the total award amount per line item without the approval of the Regional Consortia so long as budget categories are not added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement will not be materially affected. Grantee may add or delete budget categories subject to the prior approval of the Regional Consortia.



Grant amendments are required for budget changes when there are changes in the total dollar amount of the Grant Agreement and/or the outcome of the Grant Agreement is materially affected. The process for requesting and approving grant amendments are determined by Regional Consortia. Budget changes or amendments are subject to applicable program limitations and require approval of the Regional Consortia. No extensions to the performance period will be granted.

#### **4. Assurances, Certifications, Terms, and Conditions**

Grantees must comply with the assurances, certifications, and terms and conditions associated with the grant as describe in the K12 SWP Request for Applications and K12 SWP legislation (Education Code Title 3, Division 7, Part 54.5 [88820-88833]) and as established by the Regional Consortia.

As a condition of receiving funds, the Grantee shall do the following:

- Comply with the Grant Agreement, and legal terms and conditions prescribed by the applicable Regional Consortia fiscal agent.
- Certify that funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.
- Be responsible for the performance of any services provided through funds awarded under this grant by partners, consultants, or other organizations.
- Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified, and for monitoring the use of funds provided.
- Enter into and maintain a data sharing MOU with Cal-PASS Plus until an MOU is executed between CDE and CCCCO for information sharing on K12 data.
- By November 1 immediately following the fiscal year for which data are being reported:
  - Provide student-level data necessary to evaluate K12 SWP to CDE;
  - Beginning in 2020-21, submit all end-of-year data files, as applicable and required by K12SWP leadership, into the Cal-PASS Plus system; and
  - Notify their K-14 Technical Assistance Provider that data has been reported.

#### **5. Grant Reporting**

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Regional Consortia.

Due Date	Deliverable
October 30, 2019	1st Quarter Year-to-Date Expenditure and Progress Report
January 31, 2020	2 <sup>nd</sup> Quarter Year-to-Date Expenditure and Progress Report
April 30, 2020	3rd Quarter Year-to-Date Expenditure and Progress Report
July 31, 2020	4th Quarter Year-to-Date Expenditure and Progress Report
October 30, 2020	5th Quarter Year-to-Date Expenditure and Progress Report
January 31, 2021	6th Quarter Year-to-Date Expenditure and Progress Report
April 30, 2021	7th Quarter Year-to-Date Expenditure and Progress Report
July 31, 2021	8th Quarter Year-to-Date Expenditure and Progress Report
October 30, 2021	9th Quarter Year-to-Date Expenditure and Progress Report
January 31, 2022	10th Quarter Year-to-Date Expenditure and Progress Report
February 28, 2022	Final Year-to-Date Expenditure and Performance Report

NOTE: If the above reporting dates fall on a weekend or a holiday, the report shall be due by close of business on the last working day prior to the reporting deadline.



## **APPENDIX B: GUIDELINES, DEFINITIONS AND ALLOWABLE EXPENDITURES**

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### **Guidelines, Definitions and Allowable Expenditures**

#### **Determining if a Cost is Allowable**

All allowable costs, must meet three primary criteria: 1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; 2) The cost must be allocable to the funding source activities; and 3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Strong Workforce Program Career Technical Education Regional Consortia has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

#### **While the proposed cost is allowable under the funding source is it also *reasonable*?**

Reasonable is defined by the dictionary as agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

#### **What are the guidelines of *allocable*?**

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition allocable also means that the cost must be related to the statement of work/budget that have been approved by the Strong Workforce Program Career Technical Education Regional Consortia.

### **What is supplanting?**

Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Federal grant funds must supplement and not supplant state or local funds. Federal funds may not result in a decrease in state or local funding that would have been available to conduct the activity had Federal funds not been received. Federal funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without federal dollars. You must be able to demonstrate that Federal funds are added to the amount of state and local funds that would, in absence of Federal funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions etc. that would not otherwise be purchased with state, local or other non-Federal funds.

### **Allowability of General Costs**

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations (2 CFR Parts 215 and 220)).

[http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf)

The following table is an easy reference synopsis of allowability of general costs. As stated above in the permissive section, just because a cost is allowable via 2 CFR 215-220, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this document.



### Allowability of General Costs

Allowable	Allowable With Prior Approval	Unallowable
Advertising and Public Relations <sup>1</sup>		Advertising and Public Relations <sup>1</sup>
Advisory Councils ( <i>if the RFA requires or allows Advisory Councils</i> )		
		Alcoholic Beverages
		Alumni Activities
Audit Costs ( <i>required by Single Audit Act</i> )		
Audit Costs ( <i>if not required by Single Audit Act can be included in indirect cost rate approved by the California Department of Education</i> )		
		Bad Debts
		Commencement and Convocation Costs
Communication Costs ( <i>telephone, telegrams, postage, messenger</i> )		
Compensation for Personnel Services ( <i>salary, wages, fringe benefits</i> )		
		Contingencies
Contributions or Donations Received ( <i>cash, property, services</i> )		Contributions or Donations Rendered ( <i>cash, property, services</i> )
		Entertainment Costs <sup>2</sup>
Equipment <sup>3</sup>		Equipment <sup>3</sup>
Fines and Penalties <sup>4</sup>		Fines and Penalties <sup>4</sup>
		Fund Raising and Investment Costs
		Gifts of Public funds are never allowed ( <i>memorabilia, honoraria, gifts, souvenirs, etc.</i> ) <sup>5</sup>

Allowable	Allowable With Prior Approval	Unallowable
		Goods and Services for Personal Use
		Improvements <sup>6</sup>
Indirect or Administrative Expenditures ( <i>rate approved by the California Department of Education</i> )		
		Lobbying <sup>7</sup>
		Losses on Other Sponsored Agreements or Contracts
Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences <sup>8</sup>		Meetings and Conferences <sup>8</sup>
	Memberships <sup>9</sup>	
Professional and Consultant Services		
Proposal Costs ( <i>only using indirect rate approved by the California Department of Education</i> )		
Publication and Printing Costs ( <i>must be a direct cost, indirect cost can only use the rate approved by the California Department of Education</i> )		
Maintenance & Repair Costs <sup>10</sup> (keeping in efficient operating condition)		Maintenance & Repair Costs <sup>10</sup> (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services <sup>11</sup>
		Selling and Marketing <sup>12</sup>
Travel <sup>13</sup>	Out-of-State Travel <sup>13</sup>	Out-of-Country Travel <sup>13</sup>

<sup>1</sup> Advertising and Public Relations: The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term public relations includes community relations and means those activities dedicated to maintaining the image of the institution or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

**ALLOWABLE Advertising** costs are those that are solely for: (1) The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; (2) The procurement of goods and services for the performance of a sponsored agreement; (3) The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Other specific purposes necessary to meet the requirements of the sponsored agreement.



**ALLOWABLE Public Relations** costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

**UNALLOWABLE:** Advertising and public relations costs include the following: (1) All advertising and public relations cost unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the institution.

**2 Entertainment Costs:** Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

**3 Equipment:** Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or \$5,000. Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

**General Purpose Equipment** – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Strong Workforce Program Career Technical Education Regional Consortium consider general purpose equipment and furnishings to be the responsibility of the local education agency and as such, it will not approve such expenditures.

**4 Fines and Penalties:** Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

**5 Gifts of Public Funds:** If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

**6 Improvements:** Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

**7 Lobbying:** Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional



hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

**<sup>8</sup> Meetings and Conferences:** Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs.

**NOTE:** Food is only allowed at meetings that require a working breakfast, lunch or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases. The Strong Workforce Program Career Technical Education Regional Consortia are not allowing the cost of food be charged for outreach and/or student events.

**<sup>9</sup> Memberships:** OMB only allows institutional memberships (not individual memberships), the Chancellor's Office Budget and Accounting Manual allows individual memberships that are required within a job description. If the K12 SWP applicant requests any (individual, institutional, or regional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Business, technical and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

**<sup>10</sup> Maintenance and Repairs:** Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition is allowable.

**<sup>11</sup> Student Expenses, Activities or Direct Services:** All forms of student aid are allowable only when the purpose of the sponsored agreement is to provide training to selected participants and the charge is approved by the sponsoring agency. Cost incurred for intramural activities, student publications, student clubs, and other student activities are unallowable.

**<sup>12</sup> Selling and marketing:** Cost of selling and marketing any products or services of the institution are unallowable unless the agreement requires this activity or if it is an allowable under public relations costs (see #1 above).

**<sup>13</sup> Travel:** Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.



**OUT-OF-STATE TRAVEL:** Out-of-State travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further Out-of- State travel requires prior approval of the Strong Workforce Program Career Technical Education Regional Consortia by submitting the necessary (as determined by the Strong Workforce Program Career Technical Education Regional Consortia) documentation for approval. The Strong Workforce Program Career Technical Education Regional Consortium reserve the right to limit Out-of-State travel.

**OUT-OF-COUNTRY TRAVEL:** Out-of-Country travel will not be an allowed via this funding source.

EXHIBIT D:  
Education Code Part 54.5  
Strong Workforce Program, Section 88827



**State of California**

**EDUCATION CODE**

**Section 88827**

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88827. (a) This section applies to the K–12 component only.

(b) Commencing with the 2018–19 fiscal year, the amount appropriated in the annual Budget Act for the K–12 component of the Strong Workforce Program is provided to create, support, or expand high-quality career technical education programs at the K–12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.

(c) (1) Pursuant to subdivision (b), one hundred fifty million dollars (\$150,000,000) shall be apportioned by the chancellor's office to the fiscal agent of each consortium based on the following weighted factors in each region:

(A) The unemployment rate. This factor shall comprise 33 percent of the allocation formula.

(B) The region's total average daily attendance for pupils in grades 7 to 12, inclusive. This factor shall comprise 33 percent of the allocation formula. For purposes of this section, average daily attendance shall be those figures that are reported at the time of the second principal apportionment for the previous fiscal year.

(C) The proportion of projected job openings. This factor shall comprise 34 percent of the allocation formula.

(2) Of the amounts apportioned to each consortium pursuant to paragraph (1), 4 percent is designated for applicants with total average daily attendance of less than or equal to 140, 8 percent is designated for applicants with total average daily attendance of more than 140 and less than or equal to 550, and 88 percent is designated for applicants with total average daily attendance of more than 550, unless otherwise determined by the K-12 Selection Committee formed pursuant to Section 88829, in consultation with the consortium. For any applicant consisting of more than one school district, county office of education, charter school, or regional occupational center or program operated by a joint powers authority, or any combination of those entities, the sum of the average daily attendance for each of the constituent entities shall be used for purposes of this subdivision.

(3) The chancellor's office shall provide to the Superintendent of Public Instruction, the Department of Finance, and the Legislative Analyst a schedule of proposed allocations, as determined pursuant to paragraph (1), for each consortium no later than August 30 of each year. The Department of Finance shall approve the allocation plan before the release of funding.

(d) Funds appropriated in the annual Budget Act to support consortia administrative costs shall be apportioned by the chancellor's office in an amount equal to 1 percent of each consortium's K–12 allocation pursuant to this section to support the costs to

administer the regional grant process and to support the duties of the K–12 Selection Committee.

(Added by Stats. 2018, Ch. 32, Sec. 114. (AB 1808) Effective June 27, 2018.)



**State of California**

**EDUCATION CODE**

**Section 88828**

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88828. This section applies to the K–12 component only. Each consortium shall administer a competitive grant program to distribute funding allocated pursuant to subdivision (c) of Section 88827 to eligible grant recipients. Consortia are encouraged to collaboratively develop a uniform grant application process that includes a process for grant renewals and for a grant applicant to appeal a grant award decision of the K–12 Selection Committee. As part of the application process, each consortium shall ask applicants to indicate whether they have received a grant under the California Career Technical Education Incentive Grant Program established pursuant to Chapter 16.5 (commencing with Section 53070) of Part 28 of Division 4 of Title 2. For each fiscal year, the chancellor's office shall work with the State Department of Education to produce a list of grant recipients that receive funding under this program as well as through the California Career Technical Education Incentive Grant Program, including the grant amounts awarded through each program and the purpose for which each grant was awarded. Local educational agencies applying to receive a grant from a consortium shall comply with all of the following:

(a) The local educational agency shall be located within the geographical boundaries of the consortium, and engage in regional efforts to align workforce, employment, and education services.

(b) The local educational agency shall use its consortium's plan developed pursuant to Section 88823 to inform their efforts to create, support, implement or expand upon career technical education courses, course sequences, programs, and pathways, and to the extent possible, integrate available local, regional, state, and private resources to improve the successful outcomes of pupils enrolled in career technical education courses, course sequences, programs, and pathways. To the extent an applicant's career technical education program, or programs, offered in the 2018–19 fiscal year do not align with its consortium's plan developed pursuant to Section 88823, the applicant shall be deemed to meet this requirement by including in its grant application the steps that it will take during the 2018–19 fiscal year to align its career technical education program, or programs, with its consortium's plan.

(c) (1) The local educational agency shall provide matching funds for any grant funding received from this program as follows:

(A) For regional occupational centers or programs operated by a joint powers authority, one dollar (\$1) for every one dollar (\$1) received from this program.

(B) For local educational agencies, two dollars (\$2) for every one dollar (\$1) received from this program.

(2) The local match may include funding from school district and charter school local control funding formula apportionments pursuant to Section 42238.02, the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 (20 U.S.C. Sec. 2301 et seq.), or its successor, the partnership academies program pursuant to Article 5 (commencing with Section 54690) of Chapter 9 of Part 29 of Division 4 of Title 2, the agricultural career technical education incentive program pursuant to Article 7.5 (commencing with Section 52460) of Chapter 9 of Part 28 of Division 4 of Title 2, or any other source, except as provided in paragraph (3).

(3) The local match described in this subdivision shall not include any funding received by the applicant from the California Career Pathways Trust established pursuant to Section 53010, or the California Career Technical Education Incentive Grant Program established pursuant to Section 53070.

(4) An applicant's matching funds shall be used to support the program, or programs, for which the applicant was awarded a grant.

(d) The applicant, or the applicant's career technical education program, as applicable, shall meet all of the following minimum eligibility standards:

(1) Is informed by, aligned with, and expands upon regional plans and planning efforts occurring through the Strong Workforce Program.

(2) Offers high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards adopted by the State Board of Education pursuant to Section 51226, including, but not limited to, providing a coherent sequence of career technical education courses that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.

(3) Provides pupils with quality career exploration and guidance.

(4) Provides pupil support services, including, but not limited to, counseling and leadership development.

(5) Provides opportunities for pupils to participate in after-school, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.

(6) Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.

(7) Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

(8) (A) Reports data that can be used by policymakers, local educational agencies, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluate progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

(B) Data reported pursuant to this paragraph shall include, but is not limited to, metrics aligned with the core metrics required by the federal Workforce Innovation and Opportunity Act (Public Law 113-128), the College/Career Indicator included in the California School Dashboard, and the quality indicators described in the California State Plan for Career Technical Education required by the federal Carl D. Perkins



Career and Technical Education Improvement Act of 2006 (20 U.S.C. Sec. 2301 et seq.), or its successor, and the following metrics:

- (i) The number of pupils completing high school.
- (ii) The number of pupils completing career technical education coursework.
- (iii) The number of pupils obtaining an industry-recognized credential, certificate, license, or other measure of technical skill attainment.
- (iv) The number of former pupils employed and the types of businesses in which they are employed.

(v) The number of former pupils enrolled in each of the following:

(I) A postsecondary educational institution, disaggregated by public, private nonprofit, and private for-profit institutions.

(II) A state apprenticeship program.

(III) Another form of job training.

(C) No later than November 30 of each fiscal year, the Workforce Pathways Joint Advisory Committee established pursuant to Section 12053 shall review the data metrics specified in subparagraph (B) and make recommendations to the fiscal and appropriate policy committees of both houses of the Legislature and to the Department of Finance as to whether they are the most appropriate metrics to measure and evaluate program outcomes for both new and renewal applicants, and whether other metrics should be included.

(D) Data collected pursuant to this section shall be reported by the grant recipient to the State Department of Education and their K-14 Technical Assistance Provider by November 1 immediately following the fiscal year for which the data is being reported. The K-14 Technical Assistance Provider shall annually notify the K-12 Selection Committee in each region of any grant recipient that fails to provide the required outcome data. The K-12 Selection Committee, in consultation with the consortium, may terminate or rescind contracts and grants from grantees that fail to provide the required outcome-based data pursuant to this paragraph.

(E) The State Department of Education shall make the data reported pursuant to subparagraph (D) available to the chancellor's office on a date to be jointly determined by the State Department of Education and the chancellor's office, to ensure the data is included on the California Community Colleges LaunchBoard data platform.

(F) No later than January 31, 2024, and on or before January 31 every five years thereafter, the State Department of Education shall submit a report, pursuant to Section 53076.5 and this section, to the Department of Finance, the Governor, and the appropriate policy and fiscal committees of the Legislature evaluating the progress that local educational agencies have made in expanding the availability of high-quality, industry-valued career technical education and workforce development opportunities; improving coordination and alignment with postsecondary educational institutions and workforce agencies and programs; and, to the extent possible, the progress in closing equity gaps in program access and completion.

(Added by Stats. 2018, Ch. 32, Sec. 115. (AB 1808) Effective June 27, 2018.)

State of California

EDUCATION CODE

Section 88829

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88829. (a) For purposes of awarding grants under the K-12 component of the Strong Workforce Program, each consortium shall form a K-12 Selection Committee made up of individuals with expertise in K-12 career technical education and workforce development. The K-12 Selection Committee membership shall be composed of all of the following:

- (1) Current or former K-12 career technical education teachers and administrators.
- (2) Charter school representatives, including representatives of charter schools operating pursuant to subdivision (a) of Section 47612.1.
- (3) Career guidance counselors.
- (4) Representatives of industries that are prioritized by the consortium.
- (5) At least one community college faculty or administrator.
- (6) Other K-12 education stakeholders, or other stakeholders, as determined by the consortium.

(b) The K-14 Technical Assistance Provider in each consortium shall serve as a consultant to the K-12 Selection Committee.

(c) (1) Decisions governing, or relating to, the distribution of fiscal resources for the K-12 component shall be made exclusively by the K-12 Selection Committee, including selection of grant recipients and specific funding amounts for each grant.

(2) The K-12 Selection Committee shall annually notify the Superintendent of Public Instruction, the State Board of Education, the Department of Finance, and the fiscal and appropriate policy committees of both houses of the Legislature of the amount awarded to each grant recipient and the activities to be supported by the grant.

(d) To be eligible to receive a grant, a local educational agency with a representative on the K-12 Selection Committee shall maintain appropriate and transparent internal controls and processes to ensure that the local educational agency representative's duties and responsibilities are clearly delineated, identified, and distinguished from the duties and responsibilities conferred upon the local educational agency as a grant applicant and recipient.

(Added by Stats. 2018, Ch. 32, Sec. 116. (AB 1808) Effective June 27, 2018.)



State of California

EDUCATION CODE

Section 88830

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88830. (a) When determining grant recipients under the K-12 component of the Strong Workforce Program, the K-12 Selection Committee shall consider past performance of grantees before awarding additional funds to those reapplying for grants.

(b) (1) The K-12 Selection Committee shall give positive consideration to each of the following characteristics in an applicant:

(A) Aligned programs serving unduplicated pupils, as defined in Section 42238.02.

(B) Programs that the K-12 Selection Committee, in consultation with the consortium, determines most effectively meet the needs of the local and regional economies.

(C) Programs serving pupil subgroups that have higher than average dropout rates as identified by the Superintendent of Public Instruction.

(D) Programs located in an area of the state with a high unemployment rate.

(2) When determining grant recipients, the K-12 Selection Committee shall give greatest weight to the applicant characteristics included in this subdivision.

(c) The K-12 Selection Committee shall also give positive consideration to programs to the extent they do any of the following:

(1) Successfully leverage one or both of the following:

(A) Existing structures, requirements, and resources of the federal Carl D. Perkins Career and Technical Education Improvement Act of 2006 (20 U.S.C. Sec. 2301 et seq.), or its successor, the partnership academies program pursuant to Article 5 (commencing with Section 54690) of Chapter 9 of Part 29 of Division 4 of Title 2, or the agricultural career technical education incentive program pursuant to Article 7.5 (commencing with Section 52460) of Chapter 9 of Part 28 of Division 4 of Title 2.

(B) Contributions from industry, labor, and philanthropic sources.

(2) Make significant investments in career technical education infrastructure, equipment, and facilities.

(3) Operate within rural school districts.

(Added by Stats. 2018, Ch. 32, Sec. 117. (AB 1808) Effective June 27, 2018.)



**State of California**

**EDUCATION CODE**

**Section 88831**

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88831. (a) A grant recipient for purposes of the K-12 component may consist of one or more, or any combination, of the following:

- (1) School districts.
- (2) County offices of education.
- (3) Charter schools.
- (4) Regional occupational centers or programs operated by a joint powers authority, provided that the application has the written consent of each participating local educational agency.

(b) Each consortium shall work with its K-14 Technical Assistance Provider to provide notice to county offices of education, other local educational agencies, middle schools, high schools, and regional occupational centers and programs eligible for grants under this section of the availability of contracts and grants and the process for submitting an application.

(Added by Stats. 2018, Ch. 32, Sec. 118. (AB 1808) Effective June 27, 2018.)





**State of California**

**EDUCATION CODE**

**Section 88832**

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88832. As a condition of receiving funds for purposes of the K–12 component, grant recipients shall do both of the following:

(a) Certify to the K–12 Selection Committee that grant funds received and the matching funds contributed by each local educational agency shall be used solely for the purpose of supporting the program or programs for which the grant is awarded.

(b) Make expenditure data on career technical education programs available for purposes of determining if the grant recipients have met the matching funds requirements specified in subdivision (c) of Section 88828, and for monitoring the use of funds provided pursuant to Section 88827.

(Added by Stats. 2018, Ch. 32, Sec. 119. (AB 1808) Effective June 27, 2018.)

**State of California**

**EDUCATION CODE**

**Section 88833**

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88833. (a) (1) Commencing with the 2018–19 fiscal year, the amount appropriated in the annual Budget Act for support of the K–12 Workforce Pathway Coordinators and the K–14 Technical Assistance Providers shall be used to establish a K–12 Workforce Pathway Coordinator within the geographical boundaries of each community college district, unless otherwise determined by the Superintendent of Public Instruction and the chancellor’s office. K–12 Workforce Pathway Coordinators shall be selected through a competitive process jointly administered by the Superintendent of Public Instruction and the chancellor’s office, for the provision of technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways under both the California Career Technical Education Incentive Grant Program established pursuant to Section 53070 and the K–12 component of the Strong Workforce Program. Duties of the K–12 Workforce Pathway Coordinators selected pursuant to this section include, but are not limited to, all of the following:

(A) Providing technical assistance and support to local educational agencies to implement career technical education courses, programs, and pathways and integrate available local, regional, state, and private resources to ensure that pupils will achieve successful workforce outcomes. As part of this duty, each K–12 Workforce Pathway Coordinator, in consultation with the State Department of Education, shall ensure that K–12 career technical education programs are aligned with the California Career Technical Education Model Curriculum Standards adopted by the State Board of Education pursuant to Section 51226.

(B) Collaborating on behalf of the local educational agencies within the region with local community colleges, industry partners, local workforce investment boards, and other relevant agencies or organizations to support and align K–12 career technical education programs. As part of this duty, each K–12 Workforce Pathway Coordinator shall stay current with the needs of K–12 career technical education programs and their regional and local labor markets in order to provide guidance, in collaboration with local educational agencies, to the chancellor’s office, the Strong Workforce regional consortium, and industry representatives.

(C) Acting as first point of contact for local educational agencies, industry representatives, and employers with the intent of assisting local educational agencies to respond to industry needs and facilitating industry connection with K–12 career technical education programs.



(D) Cultivating collaborative communities so that local educational agencies and industry can collaborate and provide peer-to-peer knowledge exchange in areas of common interest to inform the development of high-quality education programs.

(E) Working in conjunction with the Deputy Sector Navigators and State Department of Education Industry Sector Leads to improve linkages and alignment of career education pathways between middle schools, high schools, public postsecondary institutions, and the workforce.

(2) An individual associated with any of the following may apply to serve as a K-12 Workforce Pathway Coordinator, or any of the following may subcontract with an individual with expertise in K-12 education and workforce development to serve as a K-12 Workforce Pathway Coordinator:

(A) School districts.

(B) County offices of education.

(C) Charter schools.

(D) Regional occupational centers or programs operated by a joint powers authority.

(3) The Superintendent of Public Instruction and the chancellor's office shall agree upon an outcome-based assessment that allows for an evaluation of the K-12 Workforce Pathway Coordinators' ability to perform the duties identified in paragraph (1). Data required for purposes of this evaluation shall be submitted by the K-12 Workforce Pathway Coordinators to the Superintendent of Public Instruction and the chancellor's office at least annually, commencing in the 2019-20 fiscal year.

(b) (1) Commencing with the 2018-19 fiscal year, the amount appropriated in the annual Budget Act for support of the K-12 Workforce Pathway Coordinators and the K-14 Technical Assistance Providers shall be used to support the activities of the K-14 Technical Assistance Providers established under the California Career Pathways Trust. One K-14 Technical Assistance Provider shall be selected for each consortium through a competitive process jointly administered by the Superintendent of Public Instruction and the chancellor's office, for the provision of technical assistance and support to local educational agencies in implementing career technical education courses, programs, and pathways under both the California Career Technical Education Incentive Grant Program established pursuant to Section 53070 and the K-12 component of the Strong Workforce Program. Duties of the K-14 Technical Assistance Providers selected pursuant to this section include, but are not limited to, all of the following:

(A) Providing leadership, guidance, and technical assistance to create, support, expand, and improve career technical education opportunities for local educational agencies. As part of this duty, each K-14 Technical Assistance Provider, in consultation with the State Department of Education, shall ensure that K-12 career technical education programs are aligned with the California Career Technical Education Model Curriculum Standards adopted by the State Board of Education pursuant to Section 51226.

(B) Acting as a liaison between the consortium and the State Department of Education, and serving as a consultant to the K-12 Selection Committee.



(C) Interacting with the K–12 Workforce Pathway Coordinators, the Deputy Sector Navigators, and the State Department of Education Industry Sector Leads to improve linkages and career education pathways between middle schools, high schools, public postsecondary institutions, and the workforce.

(D) Identifying professional development opportunities for the K–12 Workforce Pathway Coordinators and educational entities, including educational leaders and counselors.

(E) Regularly facilitating the convening of grantees to develop a network of educators to share best practices and cultivate state resources that can be used by agencies charged with providing assistance within the statewide system of support authorized pursuant to Section 52059.5.

(2) Any of the following may apply to serve as a K–14 Technical Assistance Provider, or subcontract with an individual with expertise in K–12 education and workforce development to serve as a K–14 Technical Assistance Provider:

(A) School districts.

(B) County offices of education.

(C) Charter schools.

(D) Regional occupational centers or programs operated by a joint powers authority.

(E) Community college districts.

(3) The Superintendent of Public Instruction and the chancellor's office shall agree upon an outcome-based assessment that allows for an evaluation of the K–14 Technical Assistance Providers' ability to perform the duties identified in paragraph (1). Data required for purposes of this evaluation shall be submitted by the K–14 Technical Assistance Providers to the Superintendent of Public Instruction and the chancellor's office at least annually, commencing in the 2019–20 fiscal year.

(4) In selecting the K–14 Technical Assistance Providers, the Superintendent of Public Instruction and the chancellor's office shall give priority to applicants who served as a K–14 Technical Assistance Provider under the California Career Pathways Trust pursuant to paragraph (2) of subdivision (e) of Section 53015.

(c) To promote the successful transition to the K–12 Strong Workforce Program, notwithstanding subdivisions (a) and (b), for the 2018–19 fiscal year only, the amount appropriated in the annual Budget Act for support of the K–12 Workforce Pathway Coordinators and the K–14 Technical Assistance Providers shall also be available for the purposes of integrating the K–12 component into the regional consortia and hiring and developing the K–12 Workforce Pathway Coordinators and K–14 Technical Assistance Providers.

(d) Any funds not utilized for the purposes identified in subdivision (a), (b), or (c) shall be added to the amount appropriated in the annual Budget Act for the K–12 component of the Strong Workforce Program, and provided to each consortium to create, support, or expand career technical education programs at the K–12 level that are aligned with the workforce development efforts occurring through the Strong Workforce Program.

(Added by Stats. 2018, Ch. 32, Sec. 120. (AB 1808) Effective June 27, 2018.)



LOS ANGELES COUNTY OFFICE OF EDUCATION

CONTRACT  
FOR  
CONSULTANT SERVICES  
CURRICULUM AND INSTRUCTIONAL SERVICES

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as "LACOE", and

DOWNEY UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District", mutually agree as follows:

1. BASIS OF CONTRACT AND SCOPE OF WORK

LACOE's Division of Curriculum and Instructional Services provides a variety of services for school districts within the County of Los Angeles. District has requested that LACOE provide professional staff to provide Braille transcription of materials and visually impaired services for students. LACOE has agreed to perform the work to be done in accordance with the terms and conditions of this Contract and Exhibit A – Scope of Work, attached hereto, incorporated herein, and made a part hereof. All work shall be coordinated with LACOE's project director who is Yvonne Contreras.

2. TERM

This Contract is effective July 1, 2019 and shall remain in effect through June 30, 2020.

3. PAYMENT

The District shall pay LACOE an amount not to exceed One Hundred Sixty Thousand Dollars (\$160,000.00) for work performed hereunder. Payment shall be made in accordance with Exhibit A, upon completion and acceptance of the work and upon receipt of an invoice. It is estimated that services will be required as follows:

12 students @ Tier 1  
7 students @ Tier 2  
2 students @ Tier 3  
1 student @ Tier 4

4. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, 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 District 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 District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

5. INSURANCE

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

6. NOTICES

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

LACOE:

Contracts Section  
LOS ANGELES COUNTY OFFICE OF EDUCATION  
9300 Imperial Highway, ECW-1008  
Downey, CA 90242-2890

District:

DOWNEY UNIFIED SCHOOL DISTRICT  
11627 Brookshire Ave.  
Downey, CA 90241  
ATTN: Dr. Patricia Sandoval

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

11. COVENANT AGAINST CONTINGENT FEES

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



12. EMPLOYEE FINGERPRINTING

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

13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent Contractor and not an officer, employee or agent of LACOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of LACOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

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

15. 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.

16. 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.

17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of

the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. SEVERABILITY / WAIVER

18.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

18.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

19. AMENDMENTS

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

20. TERMINATION

The Contract may be terminated by LACOE upon written notification.

21. FAILURE TO COMPLY

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

22. 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.

23. COMPLIANCE WITH LAW

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



24. FORCE MAJEURE

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

25. GOVERNING LAW/FORUM SELECTION

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

26. INCORPORATION BY REFERENCE

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

27. 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.

28. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District 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.

29. 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.

30. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted

services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement. In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

31. 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.

32. TOBACCO AND MARIJUANA-FREE WORKPLACE

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The 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.

33. ALCOHOL AND DRUG-FREE WORKPLACE

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

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

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

34.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;

34.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or



destruction of records, making false statements, or receiving stolen property;

34.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,

34.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

35. EXECUTION REQUIREMENTS

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

LOS ANGELES COUNTY  
OFFICE OF EDUCATION

DOWNEY UNIFIED  
SCHOOL DISTRICT

By \_\_\_\_\_  
Patricia Smith  
Chief Financial Officer

By \_\_\_\_\_  
\_\_\_\_\_  
Typed or Printed Name

Date \_\_\_\_\_  
ab 8-14  
Report 8/5/19

Title \_\_\_\_\_  
Date \_\_\_\_\_  
Fed. Tax I.D. No. \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

### LACOE Braille Production Unit

#### General Scope of Work:

- Search, Order, and Deliver Braille and Large Print Books.
- Arrange for Braille Transcription of materials not available from other services.
- Provide resources from Braille Production Unit Library.
- Register students in annual report to American Printing House
- Orders materials from this quota commensurate with the number of student registered.

#### 2019-2020 Rate Sheet

<b>Tier</b>	<b>Services Provided</b>
<b>Tier 1</b>	\$ 4,450 Large Print Student – LACOE has materials available in the library.
<b>Tier 2</b>	\$ 8,600 Large Print Student – Some materials are not available in the library.
<b>Tier 3</b>	\$ 6,450 Braille Student – Material, some not available in Library, may include limited use of Braillists
<b>Tier 4</b>	\$26,000 Braille Student – Material, some not available in Library, and may require use of Braillists for up to daily transcription of students' classroom assignments, high intensity transcription, graphics, charts and tactileś. Material that is available only through specialized vendors and high level subject matter, will give the district the option of a referral to the vendor and payment directly or LACOE will contract with the vendor and charge the invoice cost plus 15%.

VI and Consultative Services are at a flat hourly rate and include drive time, when part of the scheduled day, \$140/hour.

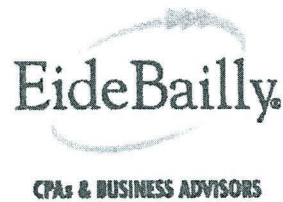
Braille and Consultative Services for Transcribers, \$85/hour.

The contract amount will be based upon student counts and services in 2017-18, plus 20% for VI or Braille hourly services.

Billing will be triannually. The first invoice will be for 50% of the annual cost, based upon students served. The second invoice will be for 25% of the annual cost, and the third invoice will be the final 25% of costs due, based upon actual students served, in each tier, and hourly VI Teacher and Transcriber Hourly Assignments.

Updated 7/2/19 KV





August 1, 2019

Andrea Iacovitti  
Assistant Director, Business & Finance  
Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90241

Dear Andrea:

Thank you for your interest in contracting with our firm for non-audit services. This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the Downey Unified School District.

#### **Scope of Engagement**

We will work with you to provide consulting services in connection with your ASB Workshop to be held on Thursday, September 5, 2019.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the Downey Unified School District.

What inspires you, inspires us. [eidebailly.com](http://eidebailly.com)

10681 Foothill Blvd., Ste. 300 Rancho Cucamonga, CA 91730-3831 T 909.466.4410 F 909.466.4431 EOE

## **Timeline**

We will begin our procedures upon acceptance of this engagement agreement. We would expect to have our work completed on September 5, 2019 upon receipt of all required data. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

## **Fees**

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our agreed upon fee for this engagement is \$1,600.00. If additional time is required after this engagement, hourly fees (as noted below) will be billed.

<b>Eide Bailly Staff</b>	<b>Hourly Fees</b>
Partner / Principal / Senior Manager / Director	\$250
Consultant / Manager / Consulting Manager	\$225
Senior Associate	\$200
Associate	\$175
Paraprofessional (administration)	\$100

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our procedures are completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Downey Unified School District accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").



The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Rancho Cucamonga, California.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

### ***Governing Law and Venue***

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

### **LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES**

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

### **TIME LIMITATION**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the agreed-upon procedure report.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

### **INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements and/or tax return that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

**ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities. If you have any questions, please let us know.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Dusteen Nevatt  
Partner

\*\*\*\*\*

**RESPONSE:**

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Downey Unified School District by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



MEMORANDUM OF UNDERSTANDING  
BETWEEN

LOYOLA MARYMOUNT UNIVERSITY, LOS ANGELES-COUNSELING PROGRAM

AND

DOWNEY UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding, referred to as the "Agreement," is entered into by and between the University, Institution, or Graduate Program referred to as the "Institution," and Downey Unified School District, referred to as the "Organization."

This agreement pertains to a Practicum/Traineeship Program at the Organization, wherein students in Counseling will obtain fieldwork experience under supervision by credentialed practitioners as part of their counseling training program. Students in this Fieldwork Program may be referred to as "Trainees", as suits their level of training and experience.

WHEREAS, the Institution has counseling training opportunities available in the School of Education program and

WHEREAS, counseling experience is a required and integral component of the Institution's Counseling curriculum; and

WHEREAS, the Institution desires the cooperation of the Organization in the development and implementation of the fieldwork experience phase of its Counseling curriculum; and

WHEREAS, the Organization recognizes its professional opportunity and responsibility to participate in the education of Counseling students; and

WHEREAS, the Organization wishes to join the Institution in development and implementation of counseling experience for Counseling students;

NOW, THEREFORE, in consideration of the mutual agreements set forth therein, the Institution and the Organization enter into this Agreement on the terms and conditions set forth below.

The Institution and the Organization mutually agree:

1. To establish the educational objectives for the counseling experience, devise methods for their implementation and continually evaluate to determine the effectiveness of the counseling experience. Through the counseling experience, the trainee will provide the Institution 200-400 hours of counseling services per academic semester.
2. To make no unlawful distinction among trainees covered by this Agreement on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition

(cancer-related or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local law. For the purpose of this Agreement, unlawful distinctions on the above-described characteristics include, but are not limited to the following: unlawfully denying an trainee any service or benefit or availability or a Organization; unlawfully providing any service or benefit to an trainee which is different or is provided in a different matter or at a different time from that provided to other trainees under this Agreement; unlawfully subjecting an trainee to segregation or separate treatment in any matter related to receipt of any advantage or privilege enjoyed by others in determining whether they satisfy any admission, enrollment, quota, eligibility, membership or any other requirement or condition which individuals must meet in order to be provided any service or benefit.

3. The Institution agrees to select and assign students to the Organization for training. The Organization reserves the right to interview any trainee selected by the Institution prior to accepting that trainee for training. Subject to the foregoing, Trainees selected for assignment shall be assigned to the Organization for a period of time mutually determined in advance by the parties, which may be altered by either party, with consideration given to the counseling staff and space availability.

The Institution agrees:

1. To designate a Liaison or Director, hereinafter referred to as "Fieldwork and Community Outreach Liaison" to administer the Institution's responsibilities related to the counseling program. Also to designate a Counseling Faculty, hereinafter referred to as "Academic Coordinator".
2. To assume responsibility for assuring compliance with the educational standards established by the California Board of Behavioral Sciences, the California Commission on Teacher Credentialing and or any other relevant authority.
3. To establish and maintain ongoing communication between the Academic Coordinator, and the Training Coordinator of the Organization on items pertinent to Counseling education and counseling supervision. The Fieldwork and Community Outreach Liaison will arrange on-site visits at the Organization when feasible upon request.
4. To coordinate with the Training Coordinator and the Organization, at the time mutually agreed upon, about the trainee assignments, including the name of the students, level of academic preparation, and length and dates of the counseling experiences.
5. To refer to the Organization only those trainees who have satisfactorily completed the prerequisite didactic portion of the curriculum.
6. To direct the assigned trainee to comply with the existing pertinent rules and regulations of



the Organization and all reasonable directions given by qualified Organization personnel.

7. Trainees should be in good physical health to complete fieldwork and must be screened for TB. The students will arrange for testing at their expense and provide results to the Organization before commencement of training.
8. To establish in print that the assigned trainee will secure appropriate professional liability insurance either through a certificate of insurance provided by the institution or through purchase of individual professional liability insurance. All trainees will be covered by professional liability insurance, and will bring to the Traineeship Program written evidence of this coverage.
9. To supply the Training Coordinator at the Organization with the appropriate forms to be used in evaluating the performance of the assigned trainee.
10. To have the trainee provide, prior to the commencement of the trainee assignment, such confidential information as may be required by the Organization or deemed necessary for the training and guidance of the trainee.
11. Trainees will be bound by all agency confidentiality policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee records.
12. The Institution will provide weekly counseling supervision by the Academic Coordinator during the time the students are in training. Supervision will occur at the Institution.
13. Students will be required to submit to a Live Scan background check at the expense of the Organization and Organization will provide students with a list of locations to receive the Live Scan. All results will be forwarded directly to the Organization for review.
14. On the occasion that the Organization does not provide the trainee forms to obtain consent from parents to provide students counseling and/or recording of sessions, the Institution will provide forms, which have been reviewed by the Institution's legal counsel.

The Organization agrees:

1. To provide the physical facilities and equipment necessary to conduct the counseling experience.
2. To provide the counseling supervisor space within the Organization to supervise, plan and implement the counseling experience.
3. To support the trainee in the visual recording of 5-15 minute video clips of five distinct one to one or group counseling sessions per semester. The Organization and the trainee will determine the type of counseling that will be recorded. The camera may be pointed at the trainee during the entire taping, rendering only an audiotaping of the students/clients.
4. To designate a training coordinator who will serve as the official supervisor and will be responsible for organizing and coordinating the supervision of the trainees. The Training Coordinator will be an individual who has held a valid Pupil Services

Credential for a minimum of two years. Coordinating includes the planning and implementation of the counseling experience in addition to reviewing a minimum of two counseling videotaped sessions provided by the trainee.

5. The training coordinator will meet with the trainees for at least one scheduled hour per week.
6. To assume responsibility for assuring compliance with the supervision standards and all other requirements for training of trainees in traineeships, or field of placement of any kind as established by the Commission on Teacher Credentialing or other regulatory authority.
7. To advise the Institution of any changes in personnel, operation or policies that may affect experiences.
8. To determine the number of trainees, which it can accommodate during a given period.
9. To inform the trainee of the Organization's requirements for acceptance, i.e., health status, etc.
10. To provide the assigned trainee with a copy of the Organization's existing pertinent rules and regulations with which the trainee is expected to comply.
11. To make available, whenever possible, emergency health care for the assigned trainee. (The trainee will otherwise be responsible for his or her own health care, including maintaining his or her own medical insurance.)
12. To evaluate the performance of the assigned trainee on a regular basis using the evaluation form supplied by the Institution. (The completed evaluation will be forwarded to the Institution in a timely manner prior to the conclusion of the trainee's or trainee's clinical experience, and afterward, if applicable.)
13. To advise the Institution at least by midterm, of any serious deficiency noted in the ability of an assigned trainee to progress toward achievement of the stated objectives of the counseling experience. It will then be the mutual responsibilities of the assigned trainee, the Training Coordinator, Counseling Supervisor(s) at the site(s), and the Academic Coordinator to devise a plan by which the trainee may be assisted to achieve the stated objectives.
14. To have the right to terminate any trainee whose health, as permitted by law, or performance, is a detriment to patient well-being or to achievement of stated objectives of the counseling experience after conferring with the Academic Coordinator and Fieldwork and Community Outreach Liaison.
15. To support continuing education and professional growth and development of those staff who are responsible for trainee supervision.
16. To restrict access by trainees to any patient or client records except in the course of the Traineeship duties. Trainees will be bound by all Organization confidentiality



policies and procedures, and all applicable Federal, State, and local laws and ordinances concerning the confidentiality of patient and trainee/trainee records.

17. To comply with the Federal, State, and local laws and ordinances concerning human subject research if trainees participate in a research program.

Reporting Obligations:

The parties recognize that when an LMU student shares that the LMU student has experienced sexual harassment, sexual or interpersonal misconduct (defined in Appendix "A"), the University has certain responsibilities it must fulfill in order to comply, as the case may be, with Title IX, the Violence Against Women Act, the Clery Act, and other relevant federal, state, or local laws. The parties agree to the following procedures through which The Organization will transmit reports of sexual or interpersonal misconduct it receives from an LMU student to the University.

The Organization will report immediately or as soon as practicably possible to University all reports of sexual or interpersonal misconduct received by an employee or agent of the Organization asserting that an LMU student experienced sexual harassment, sexual or interpersonal misconduct – regardless of whether the LMU student was an LMU student of record at the time the asserted sexual harassment, sexual or interpersonal misconduct was reported or occurred. The Organization will report the following information as soon as is practicable to the University's Title IX Coordinator at (310) 568-6105 or, if after regular business hours (Monday-Friday, 8:00 am-5:00 pm) to the Department of Public Safety at (310) 338-2893.

Such reports will include:

- the name, telephone number, e-mail address and residence address of the corps member/LMU student who reported that they experienced sexual or interpersonal misconduct;
- the name and contact information, if known, of the individual who allegedly engaged in the sexual or interpersonal misconduct, if known; and
- description of the incident of sexual or interpersonal misconduct, including location, date and time.

#### Confidentiality of Educational Records

- A. Institution Student Records. The Organization understands that the educational records of the Institution students assigned to the Organization are protected by the Family Educational Rights and Privacy Act ("FERPA"), at 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99. As a result of this Agreement, the Organization is considered to be a school official of the Institution. The Organization agrees to protect the privacy of educational records concerning any Institution student assigned to the Organization under title Agreement, and will not transmit, share or disclose any such records without the student's written consent, except to other school officials of the Institution who have a legitimate education interest in the records.
- B. Organization Student Records. Institution shall advise its students assigned to the Program at the Organization that such students shall be subject to the Organization's policies respecting confidentiality of Organization's student information. No Institution employee, Institution student, representative or agent shall have access to or have the right to review any Organization student record, including, without implied limitation, medical records, except where necessary in the regular course of the Program. The discussion, transmission or narration in any form by Institution students, Institution employees, representatives or agents of any Organization student information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden, except as a necessary part of the Program and not prohibited by law. The Organization shall not grant the Institution's students assigned to the Program at the Organization access to individually identifiable student information unless the student's parent or guardian has first given written consent using a form approved by the Organization that complies with applicable state and federal laws, including FERPA and the Health Insurance Portability and Accountability Act ("HIPAA") and HIPAA implementing regulations at 45 C.F.R. § 160.103 ("HIPAA Regulations"). For purposes of this Agreement, Institution students assigned to the Program at the Organization are trainees and shall be considered members of the centers "workforce" as HIPAA and HIPAA Regulations define that term.

#### Non-Discrimination

The parties acknowledge that all Institution students assigned to the Program at the Organization shall be selected without discrimination on the basis of race, religious creed (including religious dress and grooming practices), color, national origin (including language and language use restrictions), ancestry, disability (mental and physical) including HIV and AIDS, legally protected medical condition (cancer-related or genetic characteristics), denial of Family and Medical Care Leave, marital status, sex (including pregnancy, childbirth, breastfeeding or related medical condition), gender, gender identity, gender expression, age 40 or over, military or veteran status, sexual orientation, genetic information or any other bases protected by federal (including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990), state or local law



### Indemnification

- A. The Institution agrees to indemnify, defend, and hold harmless the Organization and its elected and appointed governing board members, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the Institution or the Institutions students, officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of Institution or the Institutions students, officers, employees, agents and/or representatives. The Institutions obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Organization, its elected and appointed governing board members, officers, agents, and employees.
- B. The Organization agrees to indemnify, defend, and hold harmless the Institution and its directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorneys' fees, arising out of or resulting from the sole negligent acts or omissions or willful misconduct of the Organization's officers, employees, agents and/or representatives arising out of or in connection with the performance of this Agreement, or in proportion to the comparative fault of the Organization's officers, employees, agents and/or representatives. The Organization's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Institution, its affiliates, directors, trustees, officers, agents, and employees.

### General Terms and Conditions

1. The parties hereto agree that the Institution's trainees are fulfilling specific requirements for counseling experiences as part of a certificate or degree requirement, and therefore the Institution's trainees are not to be considered employees of either the Institution or the Facility for any purposes, including Worker's Compensation, employee benefit programs, or any other purpose. Trainees will receive no salary, wages, or benefits for the services they provide during this Practicum/Traineeship Program. However, there are some categories of trainees that may be eligible to receive an educational stipend. Receipt of an educational stipend does not imply any type of employment.
2. The Organization's Training Coordinator may complete and sign training agreement documents that are submitted by the Institution that specify trainees' or trainees' planned educational/traineeship program details. Completion of these training agreement documents is for informational purposes only. The Memorandum of Understanding between the Institution and the Organization shall be the governing legal document between the parties.
3. The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees and arising out of performance of this Agreement.

4. Each Party shall maintain throughout the Term of this Agreement general liability, sexual abuse and molestation liability, professional liability, automobile liability, workers' compensation, and such other insurance as is necessary to protect against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this Agreement by such Party. All such insurance shall be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by the insured Party of the indemnity provisions set forth in this Agreement, and shall include endorsements naming the other Party as additional insured. Each Party shall upon request provide the other Party a certificate of insurance satisfactory to the requesting Party, which shall include originals of the endorsements that name the other Party as an additional insured. Each Party, at its sole option, may satisfy all or any portion of the general liability insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof.
5. This Agreement shall be effective for a period of three years from the date of signature when executed by both parties. This agreement will automatically renew unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.
6. This Agreement may be revised or modified by written amendment when both parties agree to such amendment.
7. Notice given or required to be given under this Agreement may be given by personal delivery, facsimile, overnight air express or certified United States mail, return receipt requested. Notice shall be deemed to occur either (a) upon actual receipt, if the notice is by personal delivery facsimile or overnight air express or (b) five (5) business days after mailing, if the notice is by certified United States mail, return receipt requested.



Notice to the Institution shall be scanned and emailed to Marla Dietz at:  
Marla.Dietz@lmu.edu

In the matter that an original hard copy is requested, the document will be mailed as follows:  
Marla Dietz, MA, LPCC, PPS  
Counseling Fieldwork & Community Outreach Liaison  
Loyola Marymount University  
1 LMU Drive, University Hall Suite 1500  
Los Angeles, CA 90045  
Phone: (310) 338-4459

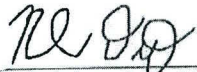
Notice to the Facility shall be scanned and emailed to Ms. Alyda Mir c/o Debbie Black at:  
DBlack@dusd.net


In the matter that an original hard copy is requested, the document will be mailed as follows:

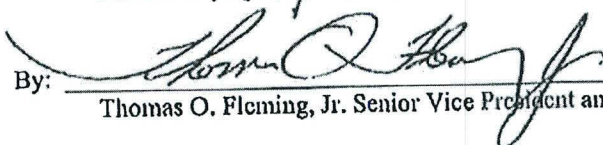
Alyda Mir  
Assistant Superintendent, Certificated Personnel, HR  
Downey Unified School District  
11627 Brookshire Avenue  
Downey, CA 90242

If either party wishes to terminate this Agreement prior to the end of its normal term, thirty (30) days written notice shall be given to the other party. However, in the case of material breach of this agreement by either party, the Facility and the Institution both have the right to terminate this Memorandum of Understanding immediately.

FOR THE INSTITUTION

By:  5/29/2019  
Date  
Marla Dietz, MA, LPCC, PPS  
Fieldwork and Community Outreach Liaison, Counseling Program

By:  5/31/2019  
Date  
Ramiro Euyoque, Associate Dean for Business Services

By:  5/30/19  
Date  
Thomas O. Fleming, Jr. Senior Vice President and CFO

FOR THE ORGANIZATION

By: \_\_\_\_\_ Date  
Alyda Mir, Assistant Superintendent

## APPENDIX "A"

### **DEFINITIONS:**

**"Consent"** is defined as the unambiguous and willing participation or cooperation in act, behavior or attitude that is commonly understood to be consistent with the exercise of free will. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the affirmative consent of the other(s) to engage in the sexual activity. Consent requires participants who are lawful adults, fully conscious, equally free and legally competent to act, have clearly communicated their willingness, cooperation, or permission to participate in the specific sexual activity engaged in, are positive and clear about their desires, and are able to cease ongoing consensual activity at any time. Refusal to consent does not have to be verbal; it can be expressed with clear gestures, body language or attitude. Lack of protest or resistance does not mean consent, nor does silence mean consent. Prior sexual history between the complainant and respondent, by itself, does not constitute consent, nor does consenting to sexual activity with one person imply consent to sexual activity with another person.

Consent is not freely given if:

1. It is obtained through the use of force, through the fear of or the threat of force, through the abuse of a power positions over another (such as employment status or position within an organization) or by kidnap; or
2. A reasonable person in the position of the alleged perpetrator at the time the alleged conduct occurred should have known that the other person was unable to give consent for any of the following reasons:
  - a. The individual is unable to make an informed decision as a result of the use of alcohol, drugs or other substances (including but not limited to predatory drugs or prescribed medications);
  - b. The individual is unable to consciously respond for whatever reason including lack of consciousness, sleep, illness or shock;
  - c. The individual is under the age of eighteen and therefore legally incapable of giving consent; or
  - d. The individual is known by reason of impairment, mental condition or developmental or physical disability to be reasonably unable to consent.
3. The individual has acted or spoken in a manner which expresses a lack of consent or a refusal to consent.

The following are invalid excuses for failing to obtain affirmative consent from the Complainant:

1. The responding party's belief in affirmative consent arose from the intoxication or recklessness of the responding party; or
2. The responding party did not take reasonable steps, in the circumstances known to the responding party at the time, to ascertain whether the complaining party affirmatively consented.

**"Sexual Misconduct"** is defined as Sexual Assault, Sexual Exploitation, Interpersonal Misconduct, or the act of making sexual contact with the intimate body part of another person without that



person's consent including as the result of sexual coercion. Intimate body parts include the sexual organs, the anus, the groin or buttocks of any person, and the breasts. Student-on-student sexual misconduct also includes sexual harassment.

**"Sexual Assault"** is defined to include engaging in sexual intercourse or any of the sexual activities listed below with another person without that person's consent. Sexual Assault includes, but is not limited to, rape, sexual battery, anal intercourse, oral copulation or penetration of a body cavity by a foreign object. Sexual intercourse includes the penetration, however slight, of the vagina or anus with any object or body part and of the mouth with a body part or any object in a sexual manner.

**"Sexual exploitation"** is sexual misconduct that occurs when a person takes unjust or abusive sexual advantage of another for his or her benefit or for the benefit of anyone other than the exploited party; and that behavior does not otherwise constitute sexual assault. Examples of sexual exploitation include, but are not limited to, invasion of sexual privacy, audio or video recording or photographing of any type (webcam, camera, Internet exposure, *etc.*) without knowledge and consent of all persons; going beyond the boundaries of consent (such as letting another person hide and watch you have consensual sex without the knowledge of the other party), engaging in unconsented voyeurism, exposing one's genitals in non-consensual circumstances; coercing another against their will to expose their genitals or breasts, and prostituting another person.

**"Interpersonal Misconduct"** includes Dating Violence, Domestic Violence and Stalking, as defined below

**"Dating Violence"** is defined in accordance with the reauthorization of the Violence Against Women Act, as violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on the complaining party's statement with consideration of the following factors:
  - a. The length of the relationship
  - b. The type of the relationship
  - c. The frequency of interaction between the persons involved in the relationship.
3. Dating Violence includes, but is not limited to, sexual or physical abuse or threat of such abuse.

Dating violence does not include acts covered under the definition of domestic violence.

**"Domestic Violence"** is defined in accordance with the reauthorization of the Violence Against Women Act as a felony or misdemeanor crime of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under California law, or by any other person against an adult or youth victim who is

protected from that person's acts under California law.

**"Stalking"** is defined in accordance with the reauthorization of the Violence Against Women Act as engaging in a course of conduct directed at a specific person(s) that would cause a reasonable person to fear for his or her safety or the safety of others; or suffer substantial emotional distress.

For the purposes of this definition "course of conduct" means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly or through third parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens or communicates to or about a person, or interferes with a person's property.

For the purposes of this definition "substantial emotional distress" means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**"Sexual Harassment"** for the purposes of this policy is defined as unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, physical or visual conduct by a person of either the same or opposite sex where:

- submission to or rejection of the conduct is made either an explicit or implicit condition of academic achievement and/or employment;
- submission to or rejection of the conduct is used as the basis for an academic and/or employment decision; or
- the conduct has the purpose or effect of unreasonably interfering with academic, or work performance or creating an intimidating, hostile, or offensive, living, academic, or work environment.



## Vision, Mission and Shared Values

### VISION

All students graduate with a 21<sup>st</sup> Century Education that ensures they are college and career ready, globally competitive, and citizens of strong character.

### MISSION

Downey Unified School District is committed to developing all students to be self-motivated learners and productive, responsible and compassionate members of an ever-changing global society. Our highly qualified staff foster meaningful relationships with students, parents, and the community while providing a relevant and rigorous curriculum in facilities that advance teaching and learning.

### SHARED VALUES

#### STUDENT ACHIEVEMENT

We believe that all students must have access to a positive and challenging learning environment to guide and inspire them in realizing their individual potential and to ensure they graduate college and career ready.

#### TEACHING AND LEARNING

We believe that teachers must engage and motivate all students in learning, using a rigorous and relevant curriculum based on principles of 21<sup>st</sup> Century Learning.

#### BEST STAFF AND HIGH STANDARDS

We believe that highly qualified employees who reflect high moral and ethical character and consistently model a passion for education must be recruited, trained and retained.

#### POSITIVE SCHOOL CULTURE

We believe that a culture of understanding and mutual respect among all members of the learning community must be promoted in schools so that students grow academically and socially and develop as responsible citizens.

#### CLEAN AND SAFE SCHOOLS

We believe that learning environments must be clean and safe to promote high performance within the school community.

#### RELATIONSHIPS AND PARTNERSHIPS

We believe that partnerships and communication with parents and the community must be nurtured to optimize opportunities for learning and personal growth for students.

#### CONTINUOUS IMPROVEMENT

We believe that improvements and enhancements to all aspects of our program must be implemented based on performance data.

#### FISCAL AND OPERATIONAL STEWARDSHIP

We believe that efficiency, transparency and cost-effective practices must characterize District and school operations to ensure that resources are aligned and applied to achieve established goals.

## **2019-20 BOARD OF EDUCATION GOALS**

1. Downey will demonstrate a measurable growth trend of 10% as reflected by the California College and Career Readiness Dashboard. Measurements of focus will include University of California and California State University (UC/CSU) eligibility, Career Technical Education (CTE) Pathway Completion, California State Seal of Bi-literacy eligibility, Smarter Balance Assessment (SBA) (Score 3+), Advanced Placement (AP) participation and score of 3 and above.
2. Downey Unified will continue to enhance Districtwide parent engagement opportunities through parent academies, workshops and the Local Control Accountability Plan (LCAP) process. Continue to partner with all parent advisory groups in building parent capacity and leadership that includes enhancing parent outreach communication through full implementation of the DUSD online app, social media, and site websites.
3. Downey Unified will continue its commitment to student safety, wellness, and engagement via CHARACTER COUNTS!, Positive Behavioral Interventions and Support (PBIS), and other relevant whole child supports including the pursuit and fulfillment to be a National CHARACTER COUNTS! Exemplary School District.
4. Downey Unified will obtain Division of the State Architect (DSA) approval for Doty Middle School, complete modernization of Stauffer Middle School, and work toward completion of modernization at Griffiths and Sussman Middle Schools in order to meet the Fall 2020-2021 construction deadline.
5. Downey Unified will maintain the strong fiscal position that our District has achieved through the deliberate management and strategic oversight of state funding realities. Continue to use and refine Local Control Funding Formula (LCFF) and Federal Funding resources to implement the Local Control Accountability Plan (LCAP) enabling students to reach their full potential.
6. Downey Unified will refine First Best Instruction (FBI) and continue to implement system-wide interventions to support student academic success.
7. Downey Unified will increase zero and seventh period options at the secondary schools and closely follow the progress of SB328 in order to proactively prepare for possible implementation of later start times at the secondary level.
8. Downey Unified will execute the Next Generation Science Standards (NGSS) plan that incorporates professional development and implementation: Elementary- Pilot NGSS curriculum; Middle School- Thematic Design and Common Formative Assessments; High School- Thematic Design, Lab and Rubrics and Common Formative Assessments.
9. Downey Unified will implement Career Technical Education (CTE) grant plans for Career Technical Education Incentive Grant (CTEIG), K12 Strong Workforce Program (K12 SWP), and Carl Perkins V. The focus will be on best practices that strengthen the sustainability through further development and implementation of essential pathway elements in the Elementary, Middle School, and High School segments.
10. In an effort to reach Downey Unified's goal of 23,000 students by 2021, we will increase marketing and public communication efforts, successfully implement the Global Language Academies of Downey (GLAD) initiative and utilize the enrollment growth committee to generate and explore additional innovative programs at the secondary level; including before and after school care and extended learning options for projected implementation August 2020.